

COUNTY-WIDE AGREEMENT
for
ROOFING SUPPLIES, AND RELATED PRODUCTS AND
SERVICES

CONTRACT NO: 12-30-209

BETWEEN



COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer

AND

Garland/DBS, Inc.
(Based on Cobb County, Georgia Contract No. 09-5408)

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS
SEP 10 2012
COM _____

COUNTY-WIDE AGREEMENT

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and Garland/DBS, Inc., doing business as a corporation of the State of Illinois hereinafter referred to as "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the 10th day of September, 2012, as evidenced by Board Authorization letter attached hereto as Exhibit 7.

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, Cobb County, Georgia solicited an Invitation to Bid for Roofing Supplies and Related Products and Services and as the Bidder was identified as the lowest responsive and responsible bidder; and

Whereas, Cobb County, Georgia entered into a contract on November 24, 2009 for the provision of goods and services by the Contractor for Cobb County, Georgia relative to Roofing Supplies, and Related Products and Services ("the Cobb County, Georgia Contract"); and

Whereas, the County wishes to leverage the procurement efforts of Cobb County, Georgia; and

Whereas, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

Whereas, the Contractor agrees to provide to the County with Roofing Supplies, and Related Products and Services, incorporated as Exhibit 1, County Statement of Work; and

Whereas, the Contractor warrants that it is ready, willing, and able to supply these goods and services set forth in Exhibit 1, County Statement of Work, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the Cobb County, Georgia Contract as set forth in Exhibit 2 Price Proposal and incorporated herein by reference; and

Whereas, Payment shall be as follows:

In no case shall such charges exceed the amount of \$327,000.00. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the

County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County; and

Whereas, the County and the Contractor agree to the Terms and Conditions as stated in the Cobb County, Georgia Contract, hereto incorporated by reference as Exhibit 3 Cobb County, Georgia Contract, all as may be applicable to the County; and

Whereas, the County General Conditions are incorporated and attached by reference as Exhibit 4; Notwithstanding such incorporation, none of the terms set forth in Exhibit 3 which conflict with the express terms of this Contract or its General Conditions in Exhibit 4 shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

Whereas, the Cobb County, Georgia Contract includes a contract end date of November 23, 2014; and

Whereas, when the United States Federal Government funding may be involved in the purchases or services rendered to the County through this agreement from the Contractor, the Special Conditions for Federal and Grant Funded Projects are invoked as referenced in Exhibit 5; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor and the County agree and the information set forth is incorporated by reference herein.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 County Statement of Work
- Exhibit 2 County Price Proposal
- Exhibit 3 Cobb County, Georgia Contract (Contract No. 09-5408)
- Exhibit 4 General Conditions
- Exhibit 5 Special Conditions for Federal and Grant Funded Projects
- Exhibit 6 Evidence of Insurance
- Exhibit 7 Cook County Board Authorization

EXHIBIT 1

County Statement of Work

Cook County Statement of Work

Garland/DBS, Inc. shall furnish Roofing Supplies and Related Products and Services to various Cook County Agencies, all in accordance with the Contract Documents, Specifications, and Proposal herein.

The Contract period will begin after award by the Cook County Board of Commissioners and after proper execution of the Contract Documents, and will end November 23, 2014.

The Contractor shall deliver to the various County locations (i.e. Offices, Departments, and Agencies). The delivery locations and delivery schedule will be specified on a per order basis, shipping having no minimum quantity required. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number). Items shall be shipped F.O.B. Destination.

EXHIBIT 2

County Price Proposal

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Line Item	Professional Services	Unit	\$ per Unit	ROOF Systems Material
1.00	Full-time Quality Assurance monitoring	DAY	600.00	
1.01	Asbestos core testing and analysis (testing only, excludes labor for sampling and repair)	EA	50.00	
1.02	Analysis and evaluation (14" x 14" roof core) (Lab testing only, repairs charged at roof repair rates for appropriate system type)	EA	0.001	
1.03	Nuclear Moisture Survey, Non destructive roof scan			
1.04.01	Non destructive roof scan, up to 20,000 SF	EA	2,500.00	
1.04.02	Non destructive roof scan, over 20,000 SF	SF	0.085	
1.05	Infrared scanning equipment for rooftop analysis	DAY	0.001	
1.06	Nighttime Infrared scans	NIGHT	1,750.00	
1.07	Roof investigation (visual roof survey)			
1.07.01	Roof investigation, per hour	HOUR	100.00	
1.07.02	Visual Roof Survey up to 20,000 SF	EA	0.001	
1.07.03	Visual Roof Survey over 20,000 SF	SF	0.001	
1.08	Comprehensive report	HOUR	100.00	
1.09	Wind Uplift Testing – Mobilize and provide wind uplift testing per Factory Mutual System Roof Design Manual FM 1-52	EA	2,750.00	
1.10	Field/shop drawings	EA	5,000.00	
1.11	Additional and Occasional Services			
1.11.01	Architect/design professional services	HOUR	150.00	
1.11.02	Engineer	HOUR	200.00	
1.11.03	Structural Analysis/Engineering Services	HOUR	200.00	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

1.11.04	Roof Consultant		HOUR	150.00
1.11.05	CAD Draftsman		HOUR	75.00
1.12.01	Laboratory Fungal Analysis: Culturable Fungi Identification & Enumeration (Not including engineering time for sampling.)		EA	287.50
1.12.02	Laboratory Fungal Analysis: Total Fungi Spore Count (Not including engineering time for sampling.)		EA	287.50
1.12.03	Laboratory Fungal Analysis: Viable Airborne Mold Analysis (Not including engineering time for sampling.)		EA	287.50
1.12.04	Laboratory Fungal Analysis: Viable Surface Swab or Bulk Substrate Analysis (Not including engineering time for sampling.)		EA	287.50
1.12.05	Laboratory Fungal Analysis: Non-Viable Surface Swab or Bulk Substrate Analysis (Not including engineering time for sampling.)		EA	287.50
1.13	Travel Expenses			
1.13.01	Per Diem – Meals and Incidentals		DAY	45.00
1.13.02	Lodging		DAY	140.00
1.13.03	Mileage on Company / Personal Vehicle		MILE	0.625
1.13.04	Airfare (Economy)		JOB	700.00
1.13.05	Vehicle Rental		DAY	105.00
1.14	Seamer Rental Charges		DAY	275.00
1.15	Set-up Charges for Metal In-Shop Fabrication		EA	275.00
1.16	Set-up On-Site Roll Forming		EA	1,100.00
1.17	Roof Fastener Pull Tests		EA	0.001
1.18	Wind Uplift Design Calculations		HR	150.00

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Additional professional services					
1.19	Option 1 - Estimating repairs can be done on a labor and material		%	14	
1.20	Option 2 R.S. Means		%	14	
Line Item			Unit	INSTALLED w/ Material 20K SF	ROOF Systems Material
2.00	Tear-off & Dispose of Debris				
2.11	SYSTEM TYPE BUR W/ Insulation and Gravel Surfacing - Metal Deck		SF	1.87	
2.12	SYSTEM TYPE BUR W/ Insulation and Gravel Surfacing - Wood / Tectum Deck		SF	1.87	
2.13	SYSTEM TYPE BUR W/ Insulation and Gravel Surfacing - Lightweight / Gyp Deck		SF	1.87	
2.14	SYSTEM TYPE BUR W/ Insulation and Gravel Surfacing - Concrete Deck		SF	1.87	
2.15	SYSTEM TYPE BUR W/ Insulation and Mineral Surfacing - Metal Deck		SF	1.87	
2.16	SYSTEM TYPE BUR W/ Insulation and Mineral Surfacing - Wood / Tectum Deck		SF	1.87	
2.17	SYSTEM TYPE BUR W/ Insulation and Mineral Surfacing - Lightweight / Gyp Deck		SF	1.87	
2.18	SYSTEM TYPE BUR W/ Insulation and Mineral Surfacing - Concrete Deck		SF	1.87	
2.19	SYSTEM TYPE Single-Ply W/ Insulation - Metal Deck		SF	1.49	
2.20	SYSTEM TYPE Single-Ply W/ Insulation - Wood / Tectum Deck		SF	1.49	
2.21	SYSTEM TYPE Single-Ply W/ Insulation - Lightweight / Gyp Deck		SF	1.49	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

2.22	SYSTEM TYPE Single-Ply W/ Insulation - Concrete Deck	SF	1.49	
2.23	SYSTEM TYPE Ballasted Single-Ply W/ Insulation - Metal Deck	SF	1.82	
2.24	SYSTEM TYPE Ballasted Single-Ply W/ Insulation - Wood / Tectum Deck	SF	1.82	
1.27	SYSTEM TYPE Ballasted Single-Ply W/ Insulation - Lightweight / Gyp Deck	SF	1.82	
2.25	SYSTEM TYPE Ballasted Single-Ply W/ Insulation - Concrete Deck	SF	1.82	
2.26	SYSTEM TYPE Coal Tar BUR W/ Insulation and Gravel Surfacing - Metal Deck	SF	2.10	
2.27	SYSTEM TYPE Coal Tar BUR W/ Insulation and Gravel Surfacing - Wood / Tectum Deck	SF	2.10	
2.28	SYSTEM TYPE Coal Tar BUR W/ Insulation and Gravel Surfacing - Lightweight / Gyp Deck	SF	2.10	
2.29	SYSTEM TYPE Coal Tar BUR W/ Insulation and Gravel Surfacing - Concrete Deck	SF	2.10	
2.30	SYSTEM TYPE Coal Tar BUR W/ Insulation and Mineral Surfacing - Metal Deck	SF	2.10	
2.31	SYSTEM TYPE Coal Tar BUR W/ Insulation and Mineral Surfacing - Wood / Tectum Deck	SF	2.10	
2.32	SYSTEM TYPE Coal Tar BUR W/ Insulation and Mineral Surfacing - Lightweight / Gyp Deck	SF	2.10	
2.33	SYSTEM TYPE Coal Tar BUR W/ Insulation and Mineral Surfacing - Concrete Deck	SF	2.10	
2.34	SYSTEM TYPE Metal Roofing System - Metal Deck	SF	1.91	
2.35	SYSTEM TYPE Metal Roofing System - Wood / Tectum Deck	SF	1.91	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

2.36	SYSTEM TYPE Metal Roofing System - Lightweight / Gypsum Deck	SF	1.91	
2.37	SYSTEM TYPE Metal Roofing System - Concrete Deck	SF	1.91	
2.38	SYSTEM TYPE BUR w/ Gravel Surfacing to the Existing Insulation (Insulation to be Re-Used)	SF	2.20	
2.39	SYSTEM TYPE BUR w/ Mineral Surfacing to the Existing Insulation (Insulation to be Re-Used)	SF	2.20	
2.40	SYSTEM TYPE Single-Ply to the Existing Insulation (Insulation to be Re-Used)	SF	1.27	
2.41	SYSTEM TYPE Ballasted Single-Ply to the Existing Insulation (Insulation to be Re-Used)	SF	1.46	
2.42	SYSTEM TYPE Coal Tar BUR with Gravel Surfacing to the Existing Insulation (Insulation to be Re-Used)	SF	2.31	
2.43	SYSTEM TYPE Coal Tar BUR with Mineral Surfacing to the Existing Insulation (Insulation to be Re-Used)	SF	2.31	
2.44	SYSTEM TYPE Polyurethane Foam (PUF) Roof W/ Insulation and UV-Resistant Coating - Metal Deck	SF	2.23	
2.45	SYSTEM TYPE Polyurethane Foam (PUF) Roof W/ Insulation and UV-Resistant Coating - Wood / Tectum Deck	SF	2.23	
2.46	SYSTEM TYPE Polyurethane Foam (PUF) Roof W/ Insulation and UV-Resistant Coating - Lightweight / Gyp Deck	SF	2.23	
2.47	SYSTEM TYPE Polyurethane Foam (PUF) Roof W/ Insulation and UV-Resistant Coating - Concrete Deck	SF	2.23	
2.480	MULTIPLIER - TEAR-OFF & DISPOSE OF DEBRIS Each Additional Roof System	%	67.000	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Line Item	Unit	INSTALLED w/ Material 20K SF	ROOF Systems Material
3.00	Removal & Replacement of Roof Deck		
3.11	DECK TYPE Metal Deck	3.51	
3.12	DECK TYPE Wood Deck	4.91	
3.13	DECK TYPE Gypsum Deck	23.49	
3.14	DECK TYPE Concrete Deck	17.33	
3.15	DECK TYPE Lightweight Deck	10.77	
3.16	DECK TYPE Tectum Deck	10.06	
Line Item	Unit	INSTALLED w/ Material 20K SF	ROOF Systems Material
4.00	Insulation Recovery Board & Insulations Options		
4.11	RECOVERY BOARD TYPE 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Adhered in Hot ASTM D 312 Type III or IV Asphalt; Mopped	0.73	
4.12	RECOVERY BOARD TYPE 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Adhered with Insulation Adhesive	1.18	
4.13	RECOVERY BOARD TYPE 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Metal Deck	0.68	
4.14	RECOVERY BOARD TYPE 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Wood / Tectum Deck	0.78	
4.15	RECOVERY BOARD TYPE 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Lightweight / Gypsum Deck	0.78	
4.16	RECOVERY BOARD TYPE 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Concrete Deck	0.78	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

4.17	RECOVERY BOARD TYPE 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Adhered in Hot ASTM D 312 Type III or IV Asphalt; Mopped	SF	1.29	
4.18	RECOVERY BOARD TYPE 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Adhered with Insulation Adhesive	SF	1.69	
4.19	RECOVERY BOARD TYPE 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Metal Deck	SF	1.35	
4.2	RECOVERY BOARD TYPE 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Wood / Tectum Deck	SF	1.50	
4.21	RECOVERY BOARD TYPE 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Lightweight / Gypsum Deck	SF	1.50	
4.22	RECOVERY BOARD TYPE 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Concrete Deck	SF	1.50	
4.23	INSULATION SUBSTITUTION OPTION Deduct for Providing an R-Value of greater than or equal to 10, but less than 15; instead of the Standard R-Value of 20 (Should be Negatively Priced) - All Applications Other Than Metal Roof Systems	SF	-0.46	
4.24	INSULATION SUBSTITUTION OPTION Deduct for Providing an R-Value of greater than or equal to 15, but less than 18; instead of the Standard R-Value of 20 (Should be Negatively Priced) - All Applications Other Than Metal Roof Systems	SF	-0.23	
4.25	INSULATION SUBSTITUTION OPTION: Deduct for Providing an R-Value of greater than or equal to 18, but less than 20 instead of the Standard R-Value of 20 (Should be Negatively Priced) - All Applications Other Than Metal Roof Systems	SF	-0.09	
4.26	INSULATION SUBSTITUTION OPTION: Add for Providing an R-Value of 25 Instead of the Standard R-Value of 20 - All Applications Other Than Metal Roof Systems	SF	0.52	
4.27	INSULATION SUBSTITUTION OPTION: Add for Providing an R-Value of 30 Instead of the Standard R-Value of 20 - All Applications Other Than Metal Roof Systems	SF	1.11	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

4.28	INSULATION SUBSTITUTION OPTION Substitute 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Place of the Wood Fiber or Perlite - Adhered in Hot ASTM D 312 Type III or IV Asphalt; Mopped	SF	0.63	
4.29	INSULATION SUBSTITUTION OPTION Substitute 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Place of the Wood Fiber or Perlite - Adhered with Insulation Adhesive	SF	0.63	
4.3	INSULATION SLOPE OPTION Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value including Tapered Crickets; Adhered in ASTM D 312 Type III or IV Hot Asphalt; Mopped	SF	4.66	
4.31	INSULATION SLOPE OPTION Provide a 1/8" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value; Adhered in ASTM D 312 Type III or IV Hot Asphalt; Mopped	SF	3.26	
4.32	INSULATION SLOPE OPTION Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value including Tapered Crickets; Adhered with Insulation Adhesive	SF	5.82	
4.33	INSULATION SLOPE OPTION Provide a 1/8" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value; Adhered with Insulation Adhesive	SF	4.48	
4.34	INSULATION SUBSTITUTION OPTION Provide a 1/4" Tapered Insulating Lightweight Concrete System while Maintaining Average R-Value	SF	4.17	
4.35	INSULATION SUBSTITUTION OPTION Provide a 1/8" Tapered Insulating Lightweight Concrete System while Maintaining Average R-Value	SF	3.84	
4.36	INSULATION ATTACHMENT OPTION: Provide Attachment Pattern in Compliance with FM 1-60 Wind Uplift Instead of FM 1-90	SF	-0.05	
4.37	INSULATION ATTACHMENT OPTION: Provide Attachment Pattern in Compliance with FM 1-120 Wind Uplift Instead of FM 1-90	SF	0.11	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Line Item		Unit	INSTALLED w/ Material 20K SF	ROOF Systems Material
5.00	Coat New Roofing With Elastomeric Coating			
5.11	ROOF SYSTEM TYPE Apply an Acrylic Coating per Specifications (1 gallon per square per Coat - 2 Coats required) - Smooth or Mineral Surfaced Modified	SF	1.85	
5.12	ROOF SYSTEM TYPE Apply an Acrylic Coating per Specifications (1 gallon per square per Coat - 2 Coats required) - Pre-Primed Smooth or Mineral Surfaced Coal Tar	SF	1.85	
5.21	ROOF SYSTEM TYPE Apply an Urethane Coating per Specifications (1 gallon per square per Coat - 2 Coats required) - Smooth or Mineral Surfaced Modified; With Reinforced Seams	SF	3.42	
5.22	ROOF SYSTEM TYPE Apply an Urethane Coating per Specifications (1 gallon per square per Coat - 2 Coats required) - Pre-Primed Smooth or Mineral Surfaced Coal Tar; With Reinforced Seams	SF	3.42	
5.31	ROOF SYSTEM TYPE Apply an Aluminum Coating per Specifications (1 gallon per square per Coat - 2 Coats required) - Smooth or Mineral Surfaced Modified	SF	1.51	
5.32	ROOF SYSTEM TYPE Apply an Aluminum Coating per Specifications (1 gallon per square per Coat - 2 Coats required) - Pre-Primed Smooth or Mineral Surfaced Coal Tar	SF	1.51	
5.41	ROOF SYSTEM TYPE Apply an Fibered Aluminum Coating per Specifications (1 gallon per square per Coat - 2 Coats required) - Smooth or Mineral Surfaced Modified	SF	1.67	
5.42	ROOF SYSTEM TYPE Apply an Fibered Aluminum Coating per Specifications (1 gallon per square per Coat - 2 Coats required) - Pre-Primed Smooth or Mineral Surfaced Coal Tar	SF	1.67	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Line Item	Roof Deck and Insulation Option	Unit	INSTALLED w/ Material 20K SF	ROOF Systems Material
6.00	Roof Deck and Insulation Option			
6.11	METAL ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT			
6.11.01	<p>INSULATION OPTION: Mechanically Fasten Polyisocyanurate / Hot Mop Wood Fiber or Perlite to Provide an Average R-Value of 20 In Compliance with FM 1-90 Requirements</p>	SF	2.89	
6.12	WOOD ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT			
6.12.01	<p>INSULATION OPTION: WOOD DECK: Mechanically Fasten Polyisocyanurate / Hot Mop Wood Fiber or Perlite to Provide an Average R-Value of 20 In Compliance with FM 1-90 Requirements</p>	SF	2.89	
6.12.02	<p>INSULATION OPTION: Without Insulation - Must Include Rosin & Mechanically Fasten Glasbase Sheet Installed with FM 1-90 Attachment Patterns</p>	SF	0.69	
6.13	TECTUM ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT			
6.13.01	<p>INSULATION OPTION: TECTUM DECK: Mechanically Attach Base Sheet Utilizing FM 1-90 Attachment Patterns & Adhere Polyisocyanurate in Hot Asphalt / Hot Mop Wood Fiber or Perlite to Provide an Average R-Value of 20 In Compliance with FM 1-90 Requirements</p>	SF	3.52	
6.13.02	<p>INSULATION OPTION: Without Insulation - Must Include Rosin & Mechanically Fasten Glasbase Sheet Installed with FM 1-90 Attachment Patterns</p>	SF	0.69	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

LIGHTWEIGHT CONCRETE / GYPSUM ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT			
6.14			
6.14.01	INSULATION OPTION: Must Mechanically Attach a Base Sheet; Hot Mop Polyisocyanurate / Hot Mop Wood Fiber or Perlite to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	SF	3.47
6.14.02	INSULATION OPTION: Without Insulation - Must at Least Mechanically Fasten a Base Sheet to the Roof Deck Prior to Installation Installed with FM 1-90 Attachment Patterns	SF	0.69
CONCRETE ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT			
6.15			
6.15.01	INSULATION OPTION: Prime Roof Deck; Hot Mop Polyisocyanurate / Hot Mop Wood Fiber or Perlite to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	SF	3.16
6.15.02	INSULATION OPTION: Without Insulation - Prime Roof Deck; Must at Least 1/2" Wood Fiber or Perlite Hot Mopped to Deck In Compliance FM 1-90 Requirements	SF	1.09
METAL ROOF DECK - COLD PROCESS APPLICATION			
6.16			
6.16.01	INSULATION OPTION: Mechanically Fasten Polyisocyanurate / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	SF	3.26

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

6.17 WOOD ROOF DECK - COLD PROCESS APPLICATION					
6.17.01	INSULATION OPTION:	WOOD DECK: Mechanically Fasten Polyisocyanurate / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	SF	3.36	
6.17.02	INSULATION OPTION:	Without Insulation - Must Include Rosin & Mechanically Fasten Glasbase Sheet Installed with FM 1-90 Attachment Patterns	SF	0.69	
6.18 TECTUM ROOF DECK - COLD PROCESS APPLICATION					
6.18.01	INSULATION OPTION:	TECTUM DECK: Mechanically Attach Base Sheet & Adhere Polyisocyanurate in Insulation Adhesive / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	SF	5.37	
6.18.02	INSULATION OPTION:	Without Insulation - Must Include Rosin & Mechanically Fasten Glasbase Sheet Installed with FM 1-90 Attachment Patterns	SF	0.69	
6.19 LIGHTWEIGHT CONCRETE / GYPSUM ROOF DECK - COLD PROCESS APPLICATION					
6.19.01	INSULATION OPTION:	Must Mechanically Attach a Base Sheet; Adhere Polyisocyanurate in Insulation Adhesive / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	SF	5.45	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

6.19.02	INSULATION OPTION:	Without Insulation - Must at Least Mechanically Fasten a Base Sheet to the Roof Deck Prior to Installation Installed with FM 1-90 Attachment Patterns	SF	0.69	
6.2 CONCRETE ROOF DECK - COLD PROCESS APPLICATION					
6.20.01	INSULATION OPTION:	Adhere Polyisocyanurate in Insulation Adhesive / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	SF	4.27	
6.20.02	INSULATION OPTION:	Without Insulation - Must at Least 1/2" High Density Asphalt Coated Wood Fiber Adhered with Insulation Adhesive to Deck In Compliance FM 1-90 Requirements	SF	1.45	
6.21 METAL ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION					
6.21.01	INSULATION OPTION:	Mechanically Fasten Polyisocyanurate / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	SF	3.88	
6.22 WOOD ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION					
6.22.01	INSULATION OPTION:	WOOD DECK: Mechanically Fasten Polyisocyanurate / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	SF	3.98	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

6.22.02	<p align="center">INSULATION OPTION:</p>	Without Insulation - Must Mechanically Attach 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed with FM 1-90 Attachment Patterns	SF	1.45
<p align="center">TECTUM ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION</p>				
6.23.01	<p align="center">INSULATION OPTION:</p>	TECTUM DECK: Mechanically Attach Base Sheet & Adhere Polyisocyanurate in Insulation / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	SF	5.29
6.23.02	<p align="center">INSULATION OPTION:</p>	Without Insulation - Must Mechanically Attach 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed with FM 1-90 Attachment Patterns	SF	1.61
<p align="center">LIGHTWEIGHT CONCRETE / GYPSUM ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION</p>				
6.24.01	<p align="center">INSULATION OPTION:</p>	Must Mechanically Attach a Base Sheet; Adhere Polyisocyanurate in Insulation Adhesive / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	SF	6.19
6.24.02	<p align="center">INSULATION OPTION:</p>	Without Insulation - Must at Least Mechanically Fasten a Base Sheet to the Roof Deck Prior to Installation Installed with FM 1-90 Attachment Patterns	SF	2.15

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

CONCRETE ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION					
Line Item	INSULATION OPTION:	Adhere Polyisocyanurate in Insulation Adhesive / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements Without Insulation - Must Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Insulation Adhesive In Compliance FM 1-90 Requirements	SF	INSTALLED w/ Material 20K SF	ROOF Systems Material
6.25.01			4.89		
6.25.02			2.07		
7.00	BUILT-UP MODIFIED ROOF WITH FLOOD COAT AND AGGREGATE IN HOT ASTM D 312 TYPE III OR IV ASPHALT				
7.11	ROOF CONFIGURATION 2 ply of Glasfelt, Cap Sheet, Flood Coat and Aggregate All in Hot ASTM D 312 Type III OR IV Asphalt				
7.11.01	ROOFING MEMBRANE OPTION:	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type II - 80 lb/ft tensile	SF	4.21	- 0.60 Glasfelt & Hot Asphalt
7.11.02	ROOFING MEMBRANE OPTION:	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lb/ft tensile	SF	5.07	- 0.60 Glasfelt & Hot Asphalt
7.11.03	ROOFING MEMBRANE OPTION:	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lb/ft tensile	SF	5.50	- 0.60 Glasfelt & Hot Asphalt

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

7.11.04	ROOFING MEMBRANE OPTION:	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 500 lbf/in tensile	SF	6.45	- 0.60 Glasfelt & Hot Asphalt
7.11.05	ROOFING MEMBRANE OPTION:	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 600 lbf/in tensile	SF	6.77	- 0.60 Glasfelt & Hot Asphalt
7.11.06	WARRANTY CHARGES:	20-Year No Dollar Limit Warranty	SF	0.001	
7.999	PER SQUARE FOOT COST - Hot Applied Modified BUR Each Additional Glasfelt (Hot Applications) Inter-ply Installed		SF	0.51	
Line Item			Unit	INSTALLED w/ Material/20K SF	ROOF Systems Material
8.00	BUILT-UP MODIFIED ROOF WITH FLOOD COAT AND AGGREGATE IN COLD PROCESS ASPHALT				
8.11	ROOF CONFIGURATION 2 ply Glasbase, Cap Sheet, Flood Coat and Aggregate All in Cold Process Asphalt				
8.11.01	ROOFING MEMBRANE OPTION:	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type II - 80 lbf/in tensile	SF	7.26	- 0.30 Glasbase
8.11.02	ROOFING MEMBRANE OPTION:	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	SF	8.13	- 0.30 Glasbase
8.11.03	ROOFING MEMBRANE OPTION:	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	SF	8.55	- 0.30 Glasbase
8.11.04	ROOFING MEMBRANE OPTION:	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 500 lbf/in tensile	SF	9.50	- 0.30 Glasbase
8.11.05	ROOFING MEMBRANE OPTION:	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 600 lbf/in tensile	SF	9.84	- 0.30 Glasbase

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Line Item	WARRANTY CHARGES:	20-Year No Dollar Limit Warranty	SF	0.001	ROOF Systems Material
8.11.06	PER SQUARE FOOT COST - Cold Applied Modified BUR Each Additional Glasbase (Cold Applications) Inter-ply Installed		SF	0.99	INSTALLED w/ Material 20K SF
9.00	BUILT-UP MODIFIED ROOF ADHERED IN HOT ASTM D 312 TYPE III OR IV ASPHALT - FLOOD COAT & AGGREGATE IN MODIFIED COAL TAR PITCH		Unit		
9.11	ROOF CONFIGURATION 2 ply of Glasfelt, Cap Sheet, Set in Hot Asphalt, Flood Coat in Modified Coal Tar Pitch and Aggregate				
9.11.01	ROOFING MEMBRANE & COATING OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type II - 80 lb/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation		SF	6.57	- 0.35 Glasfelt & Hot Asphalt
9.11.02	ROOFING MEMBRANE & COATING OPTION: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 220 lb/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation		SF	7.25	- 0.35 Glasfelt & Hot Asphalt
9.11.03	ROOFING MEMBRANE & COATING OPTION: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lb/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation		SF	7.67	- 0.35 Glasfelt & Hot Asphalt
9.11.04	ROOFING MEMBRANE & COATING OPTION: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 500 lb/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation		SF	8.62	- 0.35 Glasfelt & Hot Asphalt

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

9.11.05	ROOFING MEMBRANE & COATING OPTION:	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 600 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	SF	8.95	- 0.35 Glasfelt & Hot Asphalt
9.11.06	COATING OPTION:	Add/Deduct for Installing Flood Coat in Cold Process Coal Tar Pitch	SF	1.42	
9.11.07	WARRANTY CHARGES:	20-Year No Dollar Limit Warranty	SF	0.001	
Line Item			Unit	INSTALLED w/ Material 20K SF	ROOF Systems Material
10.00	BUILT-UP MODIFIED ROOF WITH MINERAL CAP SHEET ADHERED IN HOT ASTM D 312 TYPE III OR IV ASPHALT				
10.11	ROOF CONFIGURATION	2-ply of Glasfelt, Mineral Surfaced Cap Sheet, Set in Hot ASTM D 312 Type III or IV Asphalt			
10.11.01	ROOFING MEMBRANE OPTION:	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type II - 80 lbf/in tensile	SF	4.20	- 0.35 Glasfelt & Hot Asphalt
10.11.02	ROOFING MEMBRANE OPTION:	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	SF	4.96	- 0.35 Glasfelt & Hot Asphalt
10.11.03	ROOFING MEMBRANE OPTION:	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	SF	5.35	- 0.35 Glasfelt & Hot Asphalt
10.11.04	ROOFING MEMBRANE OPTION:	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 500 lbf/in tensile	SF	6.34	- 0.35 Glasfelt & Hot Asphalt
10.11.05	ROOFING MEMBRANE OPTION:	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 600 lbf/in tensile	SF	6.85	- 0.35 Glasfelt & Hot Asphalt

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

10.11.06	WARRANTY CHARGES: 15-Year No Dollar Limit Warranty	SF	0.001	ROOF Systems Material
Line Item	Unit	Material 20K SF		
11.00	BUILT-UP MODIFIED ROOF WITH MINERAL CAP SHEET ADHERED IN COLD PROCESS ASPHALT			
11.11	ROOF CONFIGURATION 2 ply Glasbase, Mineral Cap Sheet, Set in Cold Process Asphalt			
11.11.01	ROOFING MEMBRANE OPTION: ASTM D 6168 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type II - 80 lbf/in tensile	SF	6.17	- 0.30 Glasbase
11.11.02	ROOFING MEMBRANE OPTION: ASTM D 6168 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	SF	6.84	- 0.30 Glasbase
11.11.03	ROOFING MEMBRANE OPTION: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	SF	7.29	- 0.30 Glasbase
11.11.04	ROOFING MEMBRANE OPTION: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 500 lbf/in tensile	SF	8.29	- 0.30 Glasbase
11.11.05	ROOFING MEMBRANE OPTION: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 600 lbf/in tensile	SF	8.79	- 0.30 Glasbase
11.11.06	WARRANTY CHARGES: 15-Year No Dollar Limit Warranty	SF	0.001	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Line Item	Unit	INSTALLED w/ Material 20K SF	ROOF Systems Material
12.00			
BUILT-UP TORCH APPLIED ROOF WITH MODIFIED MINERAL TORCH APPLIED CAP SHEET			
ROOF CONFIGURATION			
12.11			
1 Ply of Torch Base, Mineral Surfaced Torch Cap Sheet, Torch Applied System			
12.11.01	SF	8.79	
ROOFING MEMBRANE OPTION: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 300 lb/in tensile Torch Applied Membrane Over an SBS, Fiberglass Reinforced Torch Base Sheet - 80 lb/in tensile Torch Applied Base Sheet (ASTM D 5147)			
12.11.02	SF	0.001	
WARRANTY CHARGES: 20-Year No Dollar Limit Warranty			
ROOF CONFIGURATION			
12.12			
1 Ply of Torch Base, Smooth Surfaced Torch Cap Sheet, Torch Applied System with a Flood Coat & Aggregate in Cold Process Asphalt			
12.12.01	SF	10.65	
ROOFING MEMBRANE OPTION: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 300 lb/in tensile Torch Applied Membrane Over an SBS, Fiberglass Reinforced Torch Base Sheet - 80 lb/in tensile Torch Applied Base Sheet (ASTM D 5147)			
12.12.02	SF	0.001	
WARRANTY CHARGES: 20-Year No Dollar Limit Warranty			
12.999	SF	2.79	
PER SQUARE FOOT COST - TORCH APPLIED ROOF			
Each Additional Torch Applied Base Sheet Inter-Ply Installed			

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Line Item	Unit	INSTALLED w/ Material 20K SF	ROOF Systems Material
13.00			
BUILT-UP COAL TAR ROOF WITH FLOOD COAT AND AGGREGATE IN MODIFIED HOT COAL TAR PITCH			
ROOF CONFIGURATION 1 Ply of Glasbase, 3 ply of Polyester Mat or 4 ply of Coal Tar Felts in Modified Hot Coal Tar Pitch (CTP). [Insulation & Glasbase] Set in Hot ASTM D 312 Type III or IV Asphalt			
13.11.01	SF	10.91	No Expected Material Substitutions
ROOF CONFIGURATION OPTION: 4-ply of ASTM D 4990 Type I Coal Tar Saturated Felts in Modified Coal Tar Pitch; Modified CTP with 2000% Elongation			
13.11.02	SF	10.66	No Expected Material Substitutions
ROOF CONFIGURATION OPTION: 3-ply of a Continuous Filament Polyester Mat (5:0 oz/lyd2) in Modified Coal Tar Pitch; Modified CTP with 2000% Elongation			
13.11.03	SF	0.001	
WARRANTY CHARGES: 20-Year No Dollar Limit Warranty			
13.999	SF	-3.10	
PER SQUARE FOOT COST - SUBSTITUTE STANDARD COAL TAR PITCH Add/Deduct for Using Standard Coal Tar Pitch Instead of Modified Coal Tar Pitch			
Line Item	Unit	INSTALLED w/ Material 20K SF	ROOF Systems Material
14.00			
BUILT-UP COAL TAR BUILT-UP ROOF IN MODIFIED HOT COAL TAR PITCH; FLOOD COAT IN COLD APPLIED COAL TAR PITCH			
ROOF CONFIGURATION 1 Ply of Glasbase, 3 ply of Polyester Mat or 4 ply of Coal Tar Felts in Modified Hot Coal Tar Pitch (CTP); Flood Coat in Cold Applied CTP. [Insulation & Glasbase] Set in Hot ASTM D 312 Type III or IV Asphalt			
14.11.01	SF	11.00	No Expected Material Substitutions
ROOF CONFIGURATION OPTION: 4-ply of ASTM D 4990 Type I Coal Tar Saturated Felts in Modified Coal Tar Pitch; Modified CTP with 2000% Elongation; Flood Coat in Cold Applied Coal Tar Pitch			

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

14.11.02	ROOF CONFIGURATION OPTION: 3-ply of a Continuous Filament Polyester Mat (5.0 oz/yd2) in Modified Coal Tar Pitch; Modified CTP with 2000% Elongation; Flood Coat in Cold Applied Coal Tar Pitch	SF	10.84	No Expected Material Substitutions
14.11.03	WARRANTY CHARGES: 20-Year No Dollar Limit Warranty	SF	0.001	
14.999	PER SQUARE FOOT COST - SUBSTITUTE STANDARD COAL TAR PITCH Add/Deduct for Using Standard Coal Tar Pitch Instead of Modified Coal Tar Pitch	SF	-3.10	
Line Item		Unit	INSTALLED w/ Material 20K SF	ROOF Systems Material
15.00	SELF-ADHERING ROOF SYSTEM WITH MODIFIED MINERAL SELF-ADHERING CAP SHEET			
15.11	ROOF CONFIGURATION 1 Ply of Self-Adhering Base, Mineral Self-Adhering Cap Sheet, Self-Adhering System			
15.11	ROOF CONFIGURATION OPTION: ASTM D 6161 (Polyester) OR 6162 (Fiberglass/Polyester) OR 6163 (Fiberglass) Self-Adhering Reinforced Modified Bituminous Sheet Material Type III - 130 lb/in tensile - Installed Over an SBS Polyester OR Fiberglass/Polyester OR Fiberglass Reinforced Self-Adhering Base Sheet - 50 lb/in tensile	SF	7.02	
15.999	PER SQUARE FOOT COSTS - EACH ADDITIONAL SELF-ADHERING BASE PLY SHEET INSTALLED SBS Polyester OR Fiberglass/Polyester OR Fiberglass Reinforced Self-Adhering Base Sheet - 50 lb/in tensile	SF	2.50	
Line Item		Unit	INSTALLED w/ Material 20K SF	ROOF Systems Material
16.00	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2)			
16.11	INSULATION OPTIONS FOR ARCHITECTURAL STANDING SEAM ROOF INSTALLATION OVER SUBSTRATE			

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

16.11.01	INSULATION OPTION:	Architectural Application - No Insulation; 30 lbs. Felt Underlayment Over Deck	SF	0.74	
16.11.02	INSULATION OPTION:	Architectural Application - No Insulation - WOOD DECK: with Class A Fire-Retardant Underlayment	SF	3.68	
16.11.03	INSULATION OPTION:	Architectural Application - Minimal Insulation - WOOD OR METAL DECK: Must Have 1/2" Treated Gypsum Board with Glass-Mat (e.g. DensDeck / Securock / Equal); & 40 mil Self-Adhering Underlayment	SF	2.74	
16.11.04	INSULATION OPTION:	Architectural Application - Mechanically Fasten Polyisocyanurate to Provide an Average R-Value of 20; with 40 mil Self-Adhering Underlayment	SF	3.52	
16.11.05	INSULATION OPTION:	Structural Application Over Open Framing; Over Retrofit Framing; Over an Existing Roof Using Steel Furring - No Insulation	SF	1.89	
16.11.06	INSULATION OPTION:	Structural Application Over Open Framing or Over Retrofit Framing - Fiberglass Batten Insulation with an R- Value of 30	SF	2.31	
16.11.07	INSULATION OPTION:	Structural Application Over Retrofit Framing - Loose Laid Fiberglass Blanket on Existing Deck with an R-Value of 30	SF	2.24	
16.11.08	INSULATION OPTION:	Structural Application Over an Existing Roof Using Steel Furring - Fiberglass Batten Insulation with an R- Value of 20	SF	3.01	
16.11.09	INSULATION OPTION:	Structural Application Over an Existing Roof Using Steel Furring - Mechanically Fastened Polyisocyanurate on Existing Roof with an R-Value of 20	SF	3.94	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

16.12		ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System - Seam Height at or above 2"	
16.12.01	THICKNESS OPTION:	Bare Aluminum Panel Price - 0.032" Aluminum, 18" Wide Panels	SF 5.15
16.12.02	THICKNESS OPTION:	Add for Bare Aluminum 0.040" Aluminum, 18" Wide Panels	SF 0.98
16.12.03	PANEL WIDTH OPTION:	Add for 12" Panel Width - Aluminum	SF 1.19
16.12.04	PANEL WIDTH OPTION:	Add for 16" Panel Width - Aluminum	SF 0.84
16.12.05	THICKNESS OPTION:	Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga, 18" Wide Panels	SF 4.73
16.12.06	THICKNESS OPTION:	Bare Galvalume Coated Steel or Equal Panel Price - 22 Ga, 18" Wide Panels	SF 5.62
16.12.07	PANEL WIDTH OPTION:	Add for 12" Panel Width - Galvalume Coated Steel or Equal	SF 1.16
16.12.08	PANEL WIDTH OPTION:	Add for 16" Panel Width - Galvalume Coated Steel or Equal	SF 0.32
16.12.09	COLOR OPTION:	Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	SF 1.00
16.12.10	COLOR OPTION:	Add for Designer Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	SF 1.25
16.12.11	COLOR OPTION:	Add for Premium or Custom Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	SF 1.50
16.12.12	THICKNESS OPTION:	Stainless Steel Panel Price - 24 Ga, 18" Wide Panels	SF 15.21
16.12.13	THICKNESS OPTION:	Stainless Steel Panel Price - 22 Ga, 18" Wide Panels	SF 18.08

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

16.12.14	PANEL WIDTH OPTION:	Add for 12" Panel Width - Stainless Steel	SF	3.87	
16.12.15	PANEL WIDTH OPTION:	Add for 16" Panel Width - Stainless Steel	SF	1.25	
16.12.16	THICKNESS OPTION:	Copper Panel Price - 16 oz, 18" Wide Panels	SF	16.46	
16.12.17	THICKNESS OPTION:	Copper Panel Price - 20 Oz, 18" Wide Panels	SF	20.34	
16.12.18	PANEL WIDTH OPTION:	Add for 12" Panel Width - Copper	SF	3.96	
16.12.19	PANEL WIDTH OPTION:	Add for 16" Panel Width - Copper	SF	1.36	
16.12.20	THICKNESS OPTION:	Zinc Panel Price - 0.032", 18" Wide Panels	SF	15.21	
16.12.21	THICKNESS OPTION:	Zinc Panel Price - 0.040", 18" Wide Panels	SF	18.08	
16.12.22	PANEL WIDTH OPTION:	Add for 12" Panel Width - Zinc	SF	3.87	
16.12.23	PANEL WIDTH OPTION:	Add for 16" Panel Width - Zinc	SF	1.25	
16.12.24	PANEL INSTALLATION OPTION:	Architectural Application - Installed Over a Deck At or Above 3:12 Slope	SF	8.48	
16.12.25	PANEL INSTALLATION OPTION:	Architectural Application - Installed Over a Deck Below 3:12 Slope	SF	7.91	
16.12.26	PANEL INSTALLATION OPTION:	Structural Application - Installed Over Open Framing At or Above 3:12 Slope	SF	8.48	
16.12.27	PANEL INSTALLATION OPTION:	Structural Application - Installed Over Open Framing Below 3:12 Slope	SF	7.91	
16.12.28	PANEL INSTALLATION OPTION:	Structural Application - At or Above 3:12 Slope - Installed Over Retrofit Framing System	SF	16.95	
16.12.29	PANEL INSTALLATION OPTION:	Structural Application - Installed Over Retrofit Framing System Below 3:12 Slope	SF	16.95	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

16.12.30	PANEL INSTALLATION OPTION:	Structural Application - Installed Over Existing Roof Using Steel Furring At or Above 3:12 Slope	SF	8.48	
16.12.31	PANEL INSTALLATION OPTION:	Structural Application - Installed Over Existing Roof Using Steel Furring Below 3:12 Slope	SF	8.48	
16.12.32	WARRANTY CHARGES:	25 Year - No Dollar Limit Warranty	SF	0.001	
16.13	ROOF CONFIGURATION	Architectural or Structural Standing Seam Roof System; Seam Height at or above 1" below 2" - Aluminum Panels			
16.13.01	THICKNESS OPTION:	Bare Aluminum Panel Price - 0.032" Aluminum, 18" Wide Panels	SF	4.060	
16.13.02	THICKNESS OPTION:	Add for Bare Aluminum, 0.040" Aluminum, 18" Wide Panels	SF	0.950	
16.13.03	PANEL WIDTH OPTION:	Add for 12" Panel Width - Aluminum	SF	0.590	
16.13.04	PANEL WIDTH OPTION:	Add for 16" Panel Width - Aluminum	SF	0.190	
16.13.05	THICKNESS OPTION:	Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga, 18" Wide Panels	SF	3.840	
16.13.06	THICKNESS OPTION:	Bare Galvalume Coated Steel or Equal Panel Price - 22 Ga, 18" Wide Panels	SF	4.620	
16.13.07	PANEL WIDTH OPTION:	Add for 12" Panel Width - Galvalume Coated Steel or Equal	SF	0.760	
16.13.08	PANEL WIDTH OPTION:	Add for 16" Panel Width - Galvalume Coated Steel or Equal	SF	0.580	
16.13.09	COLOR OPTION:	Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	SF	1.000	
16.13.10	COLOR OPTION:	Add for Designer Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	SF	1.250	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

16.13.11	COLOR OPTION:	Add for Premium or Custom Colors - Fluorocarbon Paint System Over Aluminum or Galvalum Coated Steel Or Equal	SF	1,500	
16.13.12	THICKNESS OPTION:	Stainless Steel Panel Price - 24 Ga, 18" Wide Panels	SF	15,210	
16.13.13	THICKNESS OPTION:	Stainless Steel Panel Price - 22 Ga, 18" Wide Panels	SF	18,080	
16.13.14	PANEL WIDTH OPTION:	Add for 12" Panel Width - Stainless Steel	SF	3,870	
16.13.15	PANEL WIDTH OPTION:	Add for 16" Panel Width - Stainless Steel	SF	1,250	
16.13.16	THICKNESS OPTION:	Copper Panel Price - 16 oz, 18" Wide Panels	SF	16,460	
16.13.17	THICKNESS OPTION:	Copper Panel Price - 20 Oz, 18" Wide Panels	SF	20,340	
16.13.18	PANEL WIDTH OPTION:	Add for 12" Panel Width - Copper	SF	3,960	
16.13.19	PANEL WIDTH OPTION:	Add for 16" Panel Width - Copper	SF	1,360	
16.13.20	THICKNESS OPTION:	Zinc Panel Price - 0.032", 18" Wide Panels	SF	15,210	
16.13.21	THICKNESS OPTION:	Zinc Panel Price - 0.040", 18" Wide Panels	SF	18,080	
16.13.22	PANEL WIDTH OPTION:	Add for 12" Panel Width - Zinc	SF	3,870	
16.13.23	PANEL WIDTH OPTION:	Add for 16" Panel Width - Zinc	SF	1,250	
16.13.24	PANEL INSTALLATION OPTION:	Architectural Application - Installed Over Substrate At or Above 3:12 Slope	SF	8,480	
16.13.25	PANEL INSTALLATION OPTION:	Architectural Application - Installed Over Substrate Below 3:12 Slope	SF	7,910	
16.13.26	PANEL INSTALLATION OPTION:	Structural Application - Installed Over Open Framing At or Above 3/12 Slope	SF	8,480	

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16.13.27	PANEL INSTALLATION OPTION: Structural Application - Installed Over Retrofit Framing System At or Above 3:12 Slope	SF	16.670
16.13.28	PANEL INSTALLATION OPTION: Structural Application - Installed Over Existing Roof Using Steel Furring At or Above 3:12 Slope	SF	8.480
16.13.29	WARRANTY CHARGES: 20 Year - No Dollar Limit Warranty	SF	0.001
16.14	ROOF CONFIGURATION Architectural Standing Seam Roof System; Seam Height below 1"		
16.14.01	THICKNESS OPTION: Bare Aluminum Panel Price - 0.032" Aluminum, 14.5" Wide Panels	SF	4.63
16.14.02	THICKNESS OPTION: Add for Bare Aluminum 0.040" Aluminum, 14.5" Wide Panels	SF	0.86
16.14.03	THICKNESS OPTION: Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga, 14.5" Wide Panels	SF	4.72
16.14.04	THICKNESS OPTION: Bare Galvalume Coated Steel or Equal Panel Price - 22 Ga, 14.5" Wide Panels	SF	5.24
16.14.05	COLOR OPTION: Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	SF	0.73
16.14.06	COLOR OPTION: Add for Designer Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	SF	0.93
16.14.07	COLOR OPTION: Add for Premium or Custom Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	SF	1.12
16.14.08	THICKNESS OPTION: Stainless Steel Panel Price - 24 Ga, 14.5" Wide Panels	SF	14.81
16.14.09	THICKNESS OPTION: Stainless Steel Panel Price - 22 Ga, 14.5" Wide Panels	SF	17.52

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

16.14.10	THICKNESS OPTION:	Copper Panel Price - 16 Oz., 14.5" Wide Panels	SF	15.99	
16.14.11	THICKNESS OPTION:	Copper Panel Price - 20 Oz., 14.5" Wide Panels	SF	19.61	
16.14.12	THICKNESS OPTION:	Zinc Panel Price - 0.032" , 14.5" Wide Panels	SF	15.21	
16.14.13	THICKNESS OPTION:	Zinc Panel Price - 0.040" , 14.5" Wide Panels	SF	18.08	
16.14.14	PANEL INSTALLATION OPTION:	Architectural Application - Installed Over Substrate At Or Above 3:12 Slope	SF	8.48	
16.14.15	PANEL INSTALLATION OPTION:	Architectural Application - Installed Over Substrate Below 3:12 Slope	SF	7.91	
16.14.16	WARRANTY CHARGES:	15 Year - No Dollar Limit Warranty	SF	1.50	
16.15	ROOF CONFIGURATION Flat Seam Metal Roof System Over ISO - 8" Wide / 30 Gauge				
16.15.01	INSULATION OPTION:	3/4" of Expanded Polystyrene (Minimum 1.5 lbs/cft) - Includes Panel and Installation of Roof System	SF	10.74	
16.15.02	INSULATION OPTION:	Mechanically Fastened Polyisocyanurate with an Average R- Value of 20 - Includes Panel and Installation of Roof System	SF	13.00	
16.15.03	UNDERLAYMENT OPTION:	Add Install 40 mil self-adhesive membrane as an Underlayment	SF	0.85	
16.15.04	PANEL WIDTH OPTION:	Add/Deduct for 6' Wide Option	SF	0.57	
16.15.05	PANEL WIDTH OPTION:	Add/Deduct for 10' Wide Option	SF	0.00	
16.15.06	PANEL WIDTH OPTION:	Add/Deduct for 12' Wide Option	SF	-1.00	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

16.15.07	WARRANTY CHARGES: 15 Year - No Dollar Limit Warranty	SF	0.001	ROOF Systems Material
Line Item		Unit	INSTALLED w/ Material 20K SF	ROOF Systems Material
17.00	RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS			
17.11	RESATURATION OF ASPHALT ROOF SYSTEMS Wet Vac Roof to Remove Aggregate, Apply Cold Applied Asphalt Flood Coat & New Aggregate as Specified - Coating Applied at 6-8 Gallons per Sqr w/ New Gravel (New Flashings also Required Separate Line Item)	SF	4.65	No Expected Material Substitutions
17.12	RESATURATION OF COAL-TAR PITCH ROOF SYSTEMS Wet Vac Roof to Remove Aggregate, Apply Cold Applied Coal Tar Flood Coat & New Aggregate as Specified Applied at 6-8 Gallons per Sqr w/ New Gravel Flashings (New Flashings also Required Refer to Flashing Line Item)	SF	6.51	No Expected Material Substitutions
17.21	ELASTOMERIC URETHANE COATING FOR METAL ROOF Power Wash & Clean with TSP; Use Portable Blowers to Clear Roof of Moisture; Prime, then Install Base Coat / Top Coat as Specified with Reinforced Seams of Polyester or Fiberglass - Urethane Coating w/ Reinforced Seams (Urethane 2 Gallons per Sqr); Seams Need 2 1/2" Gallons per Sqr w/ Reinforcement and Rust Inhibitive Primer (Primer 1/2" Gallon to 1 Gallon per Sqr)	SF	5.88	No Expected Material Substitutions
17.22	ELASTOMERIC URETHANE COATING FOR SINGLE-PLY ROOF SYSTEMS Power wash & Clean with TSP or Simple Green, Use Portable Blowers to Clear the Roof of Moisture; Install Base Coat / Top Coat as Specified - Urethane Coating w/ Reinforced Seams (Urethane 2 Gallons per Sqr); Seams Need 2 1/2" Gallons per Sqr w/ Reinforcement	SF	5.65	No Expected Material Substitutions
17.23	URETHANE COATING FOR SMOOTH OR MINERAL SURFACED MODIFIED ROOFS Power wash & Clean with TSP or Simple Green, Install Base Coat / Top Coat as Specified - Urethane Coating w/ Reinforced Seams (Urethane 2 Gallons per Sqr); Seams Need 2 1/2" Gallons per Sqr w/ Reinforcement.	SF	6.22	No Expected Material Substitutions
17.31	ELASTOMERIC ASPHALT-BASED LIQUID APPLIED MEMBRANE SYSTEM FOR SMOOTH OR MINERAL SURFACED ROOFS Power Wash and Prime then Install Base Coat / Top Coat as Specified with Reinforced Seams - Restoration Coating Fully Reinforced System w/ Reflective Top Coat (3 Gallons per Sqr of Restoration Coating - Reinforcement - Additional 3 Gallons per Sqr of Restoration Coating; Allow 30 Day Cure and Install Reflective Coating at 1 Gallon per Sqr (New Flashings also Required Refer to Flashing Line Item)	SF	6.20	No Expected Material Substitutions
Line Item		Unit	INSTALLED w/ Material 20K SF	ROOF Systems Material

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

18.00		REPLACEMENT OF SHAKE, TILE, OR SHINGLE ROOF SYSTEMS				
18.11	REPLACING THREE-TAB SHINGLE ROOF SYSTEM - New Three-Tab Shingles with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys	SF	4.47	No Expected Material Substitutions		
18.12	REPLACING CEDAR SHAKE ROOF SYSTEM - New Cedar Shake Roof System with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys	SF	11.70	No Expected Material Substitutions		
18.13	REPLACING DIMENSIONAL SHINGLE ROOF SYSTEM - New Dimensional Shingle Roof System with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys	SF	4.75	No Expected Material Substitutions		
18.14	REPLACING BARREL CLAY/CEMENT TILE ROOF SYSTEM - New Barrel Clay/Cement Tile Roof System with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys	SF	16.39	No Expected Material Substitutions		
18.15	REPLACING SLATE TILE ROOF SYSTEM - New Slate Tile Roof System with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys	SF	16.95	No Expected Material Substitutions		
18.16	REPLACING ARCHITECTURAL SHINGLE ROOF SYSTEM - New Dimensional Shingle Roof System with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys	SF	4.81	No Expected Material Substitutions		

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Line Item		Unit	INSTALLED w/ Material 20K SF	ROOF Systems Material
19.00	FULLY ADHERED SINGLE-PLY ROOF SYSTEMS			
19.11	METAL DECK - SINGLE-PLY APPLICATION			
19.11.01	INSULATION OPTION: Mechanically Fasten Polyisocyanurate / Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20	SF	4.10	
19.12	WOOD/TECTUM DECK - SINGLE-PLY APPLICATION			
19.12.01	INSULATION OPTION: WOOD DECK: Mechanically Fasten Polyisocyanurate / Adhere 1/2" Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20	SF	4.20	
19.12.02	INSULATION OPTION: TECTUM DECK: Mechanically Attach Base Sheet & Adhere Polyisocyanurate in Insulation Adhesive / Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Insulation Adhesive to Provide an Average R-Value of 20	SF	5.52	
19.12.03	INSULATION OPTION: Without Insulation - Must Include Rosin & Mechanically Fasten Glasbase Sheet	SF	0.69	
19.13	LIGHTWEIGHT CONCRETE/GYPSUM DECK - SINGLE-PLY APPLICATION			
19.13.01	INSULATION OPTION: Adhere Polyisocyanurate in Insulation Adhesive / Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Insulation Adhesive to Provide an Average R-Value of 20	SF	4.68	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

19.13.02	INSULATION OPTION: Without Insulation - Must Include Rosin & Mechanically Fasten Glasbase Sheet	SF	0.69
CONCRETE DECK - SINGLE-PLY APPLICATION			
19.14.01	INSULATION OPTION: Adhere Polyisocyanurate in Insulation Adhesive / Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Insulation Adhesive to Provide an Average R-Value of 20	SF	4.68
19.14.02	INSULATION OPTION: Minimal Insulation - Must Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Insulation Adhesive to Provide an Average R-Value of 20	SF	2.07
ROOF CONFIGURATION: Fully Adhered Single-Ply Roof System Installed Over Prepared Surface or Insulation (Use Line Items 19.14A - 19.14B or 3.11 - 3.26 w/ Installation)			
19.15.01	SINGLE-PLY ROOF TYPE: ASTM D 4637 - Ethylene Propylene Diene Terpolymer (EPDM) - 60 Mil Thickness	SF	3.75
19.15.02	SINGLE-PLY ROOF TYPE: ASTM D 4637 - Ethylene Propylene Diene Terpolymer (EPDM) - 80 Mil Thickness	SF	5.06
19.15.03	SINGLE-PLY ROOF TYPE: ASTM D 6878 - Thermoplastic Polyolefin (TPO) - 60 Mil Thickness	SF	4.32
19.15.04	SINGLE-PLY ROOF TYPE: ASTM D 6878 - Thermoplastic Polyolefin (TPO) - 80 Mil Thickness	SF	5.82
19.15.05	SINGLE-PLY ROOF TYPE: ASTM D 6754 - Ketone Ethylene Ester (KEE) - 50 Mil Thickness	SF	4.90
19.15.06	SINGLE-PLY ROOF TYPE: ASTM D 6754 - Ketone Ethylene Ester (KEE) - 60 Mil Thickness	SF	5.44

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Line Item	WARRANTY CHARGES: 15 - Year No Dollar Limit Warranty	SF	INSTALLED w/ Material 20K SF	ROOF Systems Material
19.15.07			0.001	
20.00	WALL COATINGS FOR COATING WALL SYSTEMS			
20.11	ELASTOMERIC COATING FOR STUCCO WALL SYSTEM - Base Coat of Coating @ 1 Gallon per Sqr / Top Coat @ 1 Gallon per Sqr Applied as Specified	SF	5.86	
20.12	ELASTOMERIC COATING FOR EFIS WALL SYSTEM - Base Coat of Coating @ 1 Gallon per Sqr / Top Coat @ 1 Gallon per Sqr Applied as Specified	SF	5.80	
20.13	ELASTOMERIC COATING FOR CMU WALL SYSTEM - Base Coat of Coating @ 1 Gallon per Sqr / Top Coat @ 1 Gallon per Sqr Applied as Specified	SF	5.60	
20.14	ELASTOMERIC COATING FOR CONCRETE TILT WALL SYSTEM - Base Coat of Coating @ 1 Gallon per Sqr / Top Coat @ 1 Gallon per Sqr Applied as Specified	SF	5.76	
21.00	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS	Unit		
21.11	ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot-ASTM D 312-Type III or IV Asphalt			
21.11.01	FLASHING OPTION:	SF	13.66	
21.11.02	FLASHING OPTION:	SF	14.66	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

21.11.03	FLASHING OPTION:	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 215 lb/ft tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lb/ft tensile	SF	15.16	
21.11.04	FLASHING OPTION:	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 215 lb/ft tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 500 lb/ft tensile	SF	15.96	
21.11.05	FLASHING OPTION:	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 215 lb/ft tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 600 lb/ft tensile	SF	16.34	
21.11.06	FLASHING OPTION:	BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Flashing Ply - 315 lb/ft tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type II - 80 lb/ft tensile	SF	13.66	
21.11.07	FLASHING OPTION:	BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Flashing Ply - 315 lb/ft tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lb/ft tensile	SF	14.66	
21.11.08	FLASHING OPTION:	BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Flashing Ply - 315 lb/ft tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lb/ft tensile	SF	15.16	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

21.11.09	FLASHING OPTION:	BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Flashing Ply - 315 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 500 lbf/in tensile	SF	15.96	
21.11.10	FLASHING OPTION:	BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Flashing Ply - 315 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 600 lbf/in tensile	SF	16.34	
21.999	PER SQUARE FOOT COSTS - INSTALLING IN-COLD PROCESS FLASHING ADHESIVE Substitute Hot Asphalt Application for Cold Process Flashing Adhesive Application of Flashings.		SF	6.39	
21.21	Torch Applied Flashings - Minimum 1 Ply of Torch Base and Torch Mineral Cap Sheet; Torch Applied				
21.21.01	FLASHING OPTION:	BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Torch Applied Flashing Ply - 80 lbf/inch tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 300 lbf/in Tensile Torch Applied Membrane	SF	16.20	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

21.31	Self-Adhering Flashings - Minimum 1 Ply of Self-Adhering Base and Self-Adhering Mineral Cap Sheet, Self-Adhering				
21.31.01	FLASHING OPTION:	BASE PLY: SBS Polyester OR Fiberglass/Polyester OR Fiberglass Reinforced Self-Adhering Flashing Ply - 50 lbf/ tensile (ASTM D 5147); TOP PLY: ASTM D 6161 (Polyester) OR 6162 (Fiberglass/Polyester) OR 6163 (Fiberglass) Self-Adhering Reinforced Modified Bituminous Membrane Type III, 130 lbf/in tensile.	SF	15.24	
21.41	Single-Ply Flashings - Fully Adhered Single-Ply Roof Flashings Installed on Corresponding Single-Ply Roof Systems (Self-Adhering Roof Applications Only)				
21.41.01	ROOF MEMBRANE OPTION:	ASTM D 4637 - Ethylene Propylene Diene Terpolymer (EPDM) - 60 Mil Thickness	SF	8.76	
21.41.02	ROOF MEMBRANE OPTION:	ASTM D 4637 - Ethylene Propylene Diene Terpolymer (EPDM) - 80 Mil Thickness	SF	11.95	
21.41.03	ROOF MEMBRANE OPTION:	ASTM D 6878 - Thermoplastic Polyolefin (TPO) - 60 Mil Thickness	SF	10.30	
21.41.04	ROOF MEMBRANE OPTION:	ASTM D 6878 - Thermoplastic Polyolefin (TPO) - 80 Mil Thickness	SF	14.32	
21.41.05	ROOF MEMBRANE OPTION:	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 50 Mil Thickness	SF	10.89	
21.41.06	ROOF MEMBRANE OPTION:	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 60 Mil Thickness	SF	11.46	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Line Item	Item Description	Unit	INSTALLED w/ Material 20K SF	ROOF Systems Material
22.00	METAL WALL PANEL SYSTEMS			
22.11	WALL SYSTEM Exposed Fastener Wall Panel System			
22.11.01	THICKNESS OPTION: Bare Aluminum Panel Price - 0.032" Aluminum, 36" Wide Panels	SF	4.06	
22.11.02	THICKNESS OPTION: Add for Bare Aluminum 0.040" Aluminum - 36" Wide Panels	SF	0.89	
22.11.03	PANEL WIDTH OPTION: Add for 32" Panel Width - Aluminum	SF	0.81	
22.11.04	THICKNESS OPTION: Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga. 36" Wide Panels	SF	3.81	
22.11.05	THICKNESS OPTION: Bare Galvalume Coated Steel or Equal Panel Price - 22 Ga. 36" Wide Panels	SF	4.24	
22.11.06	PANEL WIDTH OPTION: Add for 32" Panel Width - Galvalume Coated Steel or Equal	SF	0.78	
22.11.07	COLOR OPTION: Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	SF	0.67	
22.11.08	COLOR OPTION: Add for Designer Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	SF	0.78	
22.11.09	COLOR OPTION: Add for Premium or Custom Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	SF	1.02	
22.11.10	THICKNESS OPTION: Stainless Steel Panel Price - 24 Ga. 36" Wide Panels	SF	16.08	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

22.11.11	THICKNESS OPTION:	Stainless Steel Panel Price - 22 Ga, 36" Wide Panels	SF	18.65	
22.11.12	PANEL WIDTH OPTION:	Add for 32" Panel Width - Stainless Steel	SF	0.57	
22.11.13	THICKNESS OPTION:	Copper Panel Price - 16 Oz., 36" Wide Panels	SF	17.21	
22.11.14	THICKNESS OPTION:	Copper Panel Price - 20 Oz., 36" Wide Panels	SF	21.08	
22.11.15	PANEL WIDTH OPTION:	Add for 32" Panel Width - Copper	SF	0.57	
22.11.16	THICKNESS OPTION:	Zinc Panel Price - 0.032" 36" Wide Panels	SF	13.85	
22.11.17	THICKNESS OPTION:	Zinc Panel Price - 0.040" 36" Wide Panels	SF	17.44	
22.11.18	PANEL WIDTH OPTION:	Add for 32" Panel Width - Zinc	SF	0.46	
22.11.19	PANEL INSTALLATION & INSULATION OPTION:	Over Girts; 3/4" of Expanded Polystyrene (Minimum 1.5 lbs/cft) Installed Between Girts	SF	5.88	
22.11.20	PANEL INSTALLATION & INSULATION OPTION:	Over Girts; Mechanically Fastened Polycyanurate with an Average R-Value of 19 Installed Between Girts	SF	7.35	
22.11.21	PANEL INSTALLATION & INSULATION OPTION:	Over Girts; Mechanically Attach Batten Fiberglass Insulation with an Average R-Value of 19 Installed Between Girts	SF	5.20	
22.11.22	PANEL INSTALLATION & INSULATION OPTION:	Over Plywood; No Insulation	SF	5.65	
22.12	WALL SYSTEM Concealed Fastener Wall Panel System - 12" Wide Panels				
22.12.01	THICKNESS OPTION:	Bare Aluminum Panel Price - 0.032" Aluminum Thickness	SF	4.81	
22.12.02	THICKNESS OPTION:	Add for Bare Aluminum, 0.040" Aluminum	SF	1.00	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

22.12.03	THICKNESS OPTION:	Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga	SF	4.56	
22.12.04	THICKNESS OPTION:	Bare Galvalume Coated Steel or Equal Panel Price - 22 Ga	SF	5.19	
22.12.05	COLOR OPTION:	Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	SF	0.69	
22.12.06	COLOR OPTION:	Add for Designer Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	SF	0.89	
22.12.07	COLOR OPTION:	Add for Premium or Custom Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	SF	1.06	
22.12.08	THICKNESS OPTION:	Stainless Steel Panel Price - 24 Ga Thickness	SF	16.08	
22.12.09	THICKNESS OPTION:	Stainless Steel Panel Price - 22 Ga Thickness	SF	18.65	
22.12.10	THICKNESS OPTION:	Copper Panel Price - 16 Oz Thickness	SF	17.21	
22.12.11	THICKNESS OPTION:	Copper Panel Price - 20 Oz Thickness	SF	21.08	
22.12.12	THICKNESS OPTION:	Zinc Panel Price - 0.032" Thickness	SF	13.85	
22.12.13	THICKNESS OPTION:	Zinc Panel Price - 0.040" Thickness	SF	17.44	
22.12.14	PANEL INSTALLATION & INSULATION OPTION:	Over Girts; 3/4" of Expanded Polystyrene (Minimum 1.5 lbs/cft) Installed Between Girts	SF	5.88	
22.12.15	PANEL INSTALLATION & INSULATION OPTION:	Over Girts; Mechanically Fastened Polyisocyanurate with an Average R- Value of 19 Installed Between Girts	SF	7.35	
22.12.16	PANEL INSTALLATION & INSULATION OPTION:	Over Girts; Mechanically Attach Batten Fiberglass Insulation with an Average R- Value of 19 Installed Between Girts	SF	5.20	
22.12.17	PANEL INSTALLATION & INSULATION OPTION:	Over Plywood; No Insulation	SF	5.65	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

22.12.18	PANEL TYPE OPTION: Add for Factory Insulated Concealed Fastener Wall Panel	SF	2.26	ROOF Systems Material
Line Item	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB	Unit	INSTALLED w/ Material 20K SF	ROOF Systems Material
23.00	MULTIPLIER - LIMITED / OBSTRUCTED / DIFFICULT ROOF ACCESS Multiplier Applied when Access to the Roof is Limited to Specific Entry Points, Equipment & Materials Cannot be Lifted by Crane on the Roof, or Access is Dependent Upon Road Closure	%	+30%	
23.11	MULTIPLIER - ROOF HEIGHT IS GREATER THAN 2 STORIES EQUAL TO OR LESS THAN 5 STORIES Multiplier Applied when the Roof Height Exceeds 2 Stories, but is Equal to or Less than 5 Stories. Situation Creates the Need for Additional Safety Protection and Increased Crane Work.	%	+25%	
23.12	MULTIPLIER - ROOF HEIGHT IS GREATER THAN 5 STORIES LESS EQUAL TO OR LESS THAN 10 STORIES Multiplier Applied when the Roof Height Exceeds 5 Stories, but is Equal to or Less than 10 Stories. Situation Creates the Need for Additional Safety Protection and Increased Crane, Work and Crane Equipment	%	+40%	
23.13	MULTIPLIER - ROOF HEIGHT IS GREATER THAN 10 STORIES Multiplier Applied when the Roof Height Exceeds 10 Stories. Situation Creates the Need for Additional Safety Protection and Increased Crane Work and Crane Equipment	%	+60%	
23.14	MULTIPLIER - ROOF HAS LARGE AMOUNT OF PENETRATIONS / ROOF-TOP OBSTRUCTIONS Multiplier Applied when Open Roofing Area is Limited Due to a Large Number of Roof Penetrations such as Soil Stacks, Sky Lights, Roof Drains, Exhaust Vents, HVAC Units, etc., or when there are a Large Amount of Roof Top Obstructions such as: Pipes, Duct Work, Electrical Wires, Hoses, etc.	%	+50%	
23.15	MULTIPLIER - ROOF IS CONSIDERED NON-STANDARD ARCHITECTURE OR HAS GREATER THAN 4/12 SLOPE Multiplier Applied when Roof Area is not Boxed-Shaped, Contains Multiple Sharp Angles and/or Curves, or the Roof has a Greater than 4/12 Slope, Very Steep.	%	+50	
23.16	MULTIPLIER - ROOF IS CONSIDERED NON-STANDARD ARCHITECTURE OR HAS GREATER THAN 8/12 SLOPE Multiplier Applied when Roof Area is not Boxed-Shaped, Contains Multiple Sharp Angles and/or Curves, or the Roof has a Greater than 8/12 Slope, Very Steep.	%	+100%	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

23.18	MULTIPLIER - ROOF SIZE IS LESS THAN 5K SF Multiplier Applied when Roof Size is Abnormally Small Less than 3,000 SF Situation Creates the Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor to be Allocated Across a Smaller Roof Area Causing Fixed Costs to be Large Portion of Job Costs	%	+50%	
23.19	MULTIPLIER - ROOF SIZE IS GREATER THAN 5K SF. LESS THAN 10K SF Multiplier Applied when Roof Size is Less than 10,000 SF, but Greater than 5,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Not Completely Absorbed Across Roof Area	%	+30%	
23.2	MULTIPLIER - ROOF SIZE IS GREATER THAN 10K SF LESS THAN 20K SF Multiplier Applied when Roof Size is Less than 15,000 SF, but Greater than 10,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Not Completely Absorbed Across Roof Area	%	+15%	
23.21	MULTIPLIER - ROOF SIZE IS GREATER THAN 20K SF LESS THAN 30K SF Multiplier Applied when Roof Size is Less than 25,000 SF, but Greater than 15,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Not Completely Absorbed Across Roof Area	%	-1%	
23.22	MULTIPLIER - ROOF SIZE IS GREATER THAN 30K SF LESS THAN 50K SF Multiplier Applied when Roof Size is Less than 50,000 SF, but Greater than 25,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Spread Amongst a Large Roof Area	%	-2%	
23.23	MULTIPLIER - ROOF SIZE IS GREATER THAN 50K SF LESS THAN 100K SF Multiplier Applied when Roof Size is Less than 100,000 SF, but Greater than 50,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Spread Amongst a Large Roof Area	%	-4%	
23.24	MULTIPLIER - ROOF SIZE IS GREATER THAN 100K SF LESS THAN 200K SF Multiplier Applied when Roof Size is Less than 200,000 SF, but Greater than 100,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Spread Amongst a Large Roof Area	%	-6%	
23.25	MULTIPLIER - ROOF SIZE IS GREATER THAN 200K SF. Multiplier Applied when Roof Size is Greater than 200,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Spread Amongst a Large Roof Area	%	-8%	

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Sheet Metal Accessories Covered Under these Pricing Tables:

- Drip Edge
- Gravel Stop
- Gutters, Straps, Hangers & Fasteners
- Coping
- Surface Mounted Counter Flashing
- Reglet Mounted Counter Flashing
- Skirt Flashing
- Expansion Joints
- Miscellaneous Metal Fabricated Details

Aluminum

Size / Gauge	.040	.050	.063	.080
6"	\$6.72	\$6.83	\$7.01	\$7.23
8"	\$7.29	\$7.45	\$7.69	\$7.98
10"	\$7.84	\$8.03	\$8.33	\$8.69
12"	\$8.41	\$8.65	\$9.00	\$9.44
14"	\$8.99	\$9.26	\$9.68	\$10.19
16"	\$9.53	\$9.84	\$10.32	\$10.89
18"	\$10.11	\$10.46	\$10.99	\$11.65
20"	\$10.68	\$11.07	\$11.67	\$12.40
22"	\$11.23	\$11.65	\$12.31	\$13.10
24"	\$11.80	\$12.27	\$12.98	\$13.85
26"	\$12.38	\$12.89	\$13.66	\$14.60
28"	\$12.92	\$13.47	\$14.30	\$15.31
30"	\$13.50	\$14.08	\$14.97	\$16.06
32"	\$14.07	\$14.70	\$15.65	\$16.81
34"	\$14.62	\$15.28	\$16.29	\$17.52
36"	\$15.19	\$15.89	\$16.96	\$18.27
38"	\$15.77	\$16.51	\$17.64	\$19.02
40"	\$16.31	\$17.09	\$18.28	\$19.73
42"	\$16.89	\$17.71	\$18.95	\$20.48
44"	\$17.43	\$18.29	\$19.59	\$21.18
46"	\$18.00	\$18.90	\$20.27	\$21.93
48"	\$18.58	\$19.52	\$20.94	\$22.68
Price Per Bend	\$1.86	\$1.86	\$2.23	\$2.23

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Sheet Metal Accessories Covered Under these Pricing Tables:

- Drip Edge
- Gravel Stop
- Gutters, Straps, Hangers & Fasteners
- Coping
- Surface Mounted Counter Flashing
- Reglet Mounted Counter Flashing
- Skirt Flashing
- Expansion Joints
- Miscellaneous Metal Fabricated Details

Stainless Steel & Copper

Size / Gauge / Thickness	SS 24 Ga	SS 26 Ga	Copper 16 oz	Copper 20 oz
6"	\$6.75	\$6.57	\$7.53	\$8.02
8"	\$7.34	\$7.10	\$8.38	\$9.04
10"	\$7.89	\$7.60	\$9.19	\$10.00
12"	\$8.48	\$8.12	\$10.04	\$11.02
14"	\$9.07	\$8.65	\$10.89	\$12.04
16"	\$9.62	\$9.15	\$11.70	\$13.00
18"	\$10.21	\$9.67	\$12.55	\$14.02
20"	\$10.79	\$10.20	\$13.40	\$15.04
22"	\$11.35	\$10.69	\$14.20	\$16.00
24"	\$11.94	\$11.22	\$15.06	\$17.02
26"	\$12.52	\$11.75	\$15.91	\$18.04
28"	\$13.08	\$12.24	\$16.71	\$19.00
30"	\$13.66	\$12.77	\$17.57	\$20.02
32"	\$14.25	\$13.30	\$18.42	\$21.04
34"	\$14.80	\$13.79	\$19.22	\$22.00
36"	\$15.39	\$14.32	\$20.07	\$23.02
38"	\$15.98	\$14.85	\$20.93	\$24.04
40"	\$16.53	\$15.34	\$21.73	\$25.00
42"	\$17.12	\$15.87	\$22.58	\$26.02
44"	\$17.67	\$16.37	\$23.39	\$26.98
46"	\$18.26	\$16.89	\$24.24	\$28.00
48"	\$18.85	\$17.42	\$25.09	\$29.02
Price Per Bend	\$2.23	\$1.86	\$1.86	\$2.23

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Sheet Metal Accessories Covered Under these Pricing Tables:

- Drip Edge
- Gravel Stop
- Gutters, Straps, Hangers & Fasteners
- Coping
- Surface Mounted Counter Flashing
- Reglet Mounted Counter Flashing
- Skirt Flashing
- Expansion Joints
- Miscellaneous Metal Fabricated Details

Kynar Coated Steel

Size / Gauge	20 Ga	22 Ga	24 Ga	26 Ga
6"	\$7.39	\$6.98	\$6.79	\$6.73
8"	\$8.20	\$7.65	\$7.39	\$7.32
10"	\$8.96	\$8.28	\$7.96	\$7.86
12"	\$9.76	\$8.95	\$8.56	\$8.45
14"	\$10.57	\$9.61	\$9.16	\$9.03
16"	\$11.33	\$10.24	\$9.72	\$9.58
18"	\$12.13	\$10.91	\$10.32	\$10.16
20"	\$12.94	\$11.58	\$10.93	\$10.74
22"	\$13.69	\$12.20	\$11.49	\$11.29
24"	\$14.50	\$12.87	\$12.09	\$11.87
26"	\$15.31	\$13.54	\$12.69	\$12.45
28"	\$16.06	\$14.17	\$13.26	\$13.00
30"	\$16.87	\$14.83	\$13.86	\$13.58
32"	\$17.67	\$15.50	\$14.46	\$14.16
34"	\$18.43	\$16.13	\$15.03	\$14.71
36"	\$19.24	\$16.80	\$15.63	\$15.29
38"	\$20.04	\$17.46	\$16.23	\$15.87
40"	\$20.80	\$18.09	\$16.79	\$16.42
42"	\$21.61	\$18.76	\$17.39	\$17.00
44"	\$22.37	\$19.39	\$17.96	\$17.55
46"	\$23.17	\$20.05	\$18.56	\$18.13
48"	\$23.98	\$20.72	\$19.16	\$18.71
Price Per Bend	\$2.23	\$1.86	\$1.86	\$1.86

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Sheet Metal Accessories Covered Under these Pricing Tables:

- Drip Edge
- Gravel Stop
- Gutters, Straps, Hangers & Fasteners
- Coping
- Surface Mounted Counter Flashing
- Reglet Mounted Counter Flashing
- Skirt Flashing
- Expansion Joints
- Miscellaneous Metal Fabricated Details

Galvanized Steel

Size / Gauge	20 Ga	22 Ga	24 Ga	26 Ga
6"	\$5.96	\$5.90	\$5.86	\$5.81
8"	\$6.29	\$6.20	\$6.15	\$6.08
10"	\$6.59	\$6.48	\$6.42	\$6.34
12"	\$6.91	\$6.78	\$6.71	\$6.61
14"	\$7.23	\$7.08	\$6.99	\$6.87
16"	\$7.53	\$7.37	\$7.26	\$7.13
18"	\$7.85	\$7.67	\$7.55	\$7.40
20"	\$8.17	\$7.96	\$7.83	\$7.67
22"	\$8.47	\$8.25	\$8.10	\$7.92
24"	\$8.79	\$8.55	\$8.39	\$8.19
26"	\$9.11	\$8.85	\$8.68	\$8.46
28"	\$9.41	\$9.13	\$8.95	\$8.71
30"	\$9.73	\$9.43	\$9.23	\$8.98
32"	\$10.05	\$9.73	\$9.52	\$9.25
34"	\$10.36	\$10.01	\$9.79	\$9.50
36"	\$10.68	\$10.31	\$10.07	\$9.77
38"	\$11.00	\$10.61	\$10.36	\$10.04
40"	\$11.30	\$10.89	\$10.63	\$10.29
42"	\$11.62	\$11.19	\$10.92	\$10.56
44"	\$11.92	\$11.47	\$11.18	\$10.82
46"	\$12.24	\$11.77	\$11.47	\$11.09
48"	\$12.56	\$12.07	\$11.76	\$11.36
Price Per Bend	\$2.23	\$1.86	\$1.86	\$1.86

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

	UNIT	\$ per Unit
Pressure Wash to Clean Horizontal Surfaces	SF	\$ 0.73
Pressure Wash to Clean Vertical Surfaces	SF	\$ 0.87
Blow-Off Surface Area with Portable Blower to Remove Moisture	SF	\$ 0.49
Caulking: Remove Existing Caulking & Clean and Prime Joint	LF	\$ 2.25
Install Backer Rod in Properly Prepared Opening, Polyethylene - 3/8" Diameter	LF	\$ 0.55
Install Backer Rod in Properly Prepared Opening, Polyethylene - 1/2" Diameter	LF	\$ 0.65
Install Backer Rod in Properly Prepared Opening, Polyethylene - 3/4" Diameter	LF	\$ 0.75
Install Backer Rod in Properly Prepared Opening, Polyethylene - 1" Diameter	LF	\$ 0.85
Vapor Barriers	UNIT	\$ per Unit
Install Vapor Barrier, 2 Plies of Type IV Fiberglass Felts, Applied in Type IV Asphalt (or appropriate type)	SF	\$ 0.89
Install Vapor Barrier, 2 Plies of Type IV Fiberglass Felts, Applied with Asphalt Over DensDeck on a Metal Deck	SF	\$ 1.58
Masonry section	UNIT	\$ per Unit
Remove and Reset Bricks; 1-50 SF	SF	\$ 20.00
Remove and Reset Bricks; Over 50 SF	SF	\$ 14.91
Remove and Reset Blocks	SF	\$ 10.60
Remove and Reset Coping Stones	Each	\$ 23.40
Remove Bricks, Blocks, Coping Stones; 1-50 SF	SF	\$ 15.35
Remove Bricks, Blocks, Coping Stones; Over 50 SF	SF	\$ 11.85
Brick, block and brick exterior wall maintenance, repair and application of protective coatings.	UNIT	\$ per Unit
Selective Demolition of Concrete Block Masonry Units (CMU) with perimeter saw cutting- swing stage 4", 6" and 8" block (high-rise)	Each	\$ 10.00
Selective Demolition of Brick Masonry Units with perimeter saw cutting - swing stage (high-rise)	SF	\$ 27.35
Selective Demolition of Brick Masonry Units with perimeter saw cutting - scaffolding (low-rise)	SF	\$ 16.22
Selective Demolition of Mortar Joint with Perimeter Saw cutting – Swing stage (high-rise)	UNIT	\$ per Unit
Removal of existing mortar (1/2" wide by 3/4" depth)	SF	\$ 8.65
Removal of existing mortar (3/4" wide by 3/4" depth)	SF	\$ 10.81
Removal of existing mortar (1/2" wide by 1 1/2" depth)	SF	\$ 11.89
Removal of existing mortar (3/4" wide by 1 1/2" depth)	SF	\$ 15.13
Selective Demolition of Mortar Joint with Perimeter Saw cutting – Scaffolding (low-rise)	UNIT	\$ per Unit
Removal of existing mortar (1/2" wide by 3/4" depth)	SF	\$ 6.49
Removal of existing mortar (3/4" wide by 3/4" depth)	SF	\$ 8.65
Removal of existing mortar (1/2" wide by 1 1/2" depth)	SF	\$ 10.27
Removal of existing mortar (3/4" wide by 1 1/2" depth)	SF	\$ 13.51
New Pointing Work – Swing stage (High-rise)	UNIT	\$ per Unit
Furnish and install new mortar (1/2" wide by 3/4" depth)	SF	\$ 16.22
Furnish and install new mortar (3/4" wide by 3/4" depth)	SF	\$ 18.38
Furnish and install new mortar (1/2" wide by 1 1/2" depth)	SF	\$ 17.84
Furnish and install new mortar (3/4" wide by 1 1/2" depth)	SF	\$ 21.08
New Pointing Work – Scaffolding (Low-rise)	UNIT	\$ per Unit
Furnish and install new mortar (1/2" wide by 3/4" depth)	SF	\$ 12.97
Furnish and install new mortar (3/4" wide by 3/4" depth)	SF	\$ 14.59
Furnish and install new mortar (1/2" wide by 1 1/2" depth)	SF	\$ 15.13
Furnish and install new mortar (3/4" wide by 1 1/2" depth)	SF	\$ 17.30
Removal of Roof Parapets – Swing stage (High-rise)	UNIT	\$ per Unit
Removal of parapet wall (24" high)	SF	\$ 199.99
Removal of parapet wall (42" high)	SF	\$ 351.33
Removal of parapet wall (24" high)	SF	\$ 167.56
Removal of parapet wall (42" high)	SF	\$ 308.09
Removal of Roof Parapets – Scaffolding (Low-rise)	UNIT	\$ per Unit
Removal of brick parapet wall (24" high)	SF	\$ 135.13
Removal of brick parapet wall (42" high)	SF	\$ 243.23
Removal of brick parapet wall (24" high)	SF	\$ 113.51
Removal of brick parapet wall (42" high)	SF	\$ 227.01

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Reconstruction of Brick Masonry Roof Parapets – Swing stage (High-rise)	UNIT	\$ per Unit
New brick masonry parapet w/stone coping and flashings (24" high)	SF	\$ 675.63
New brick masonry parapet w/stone coping and flashings (42" high)	SF	\$ 810.75
New brick masonry parapet w/stone coping and flashings (24" high)	SF	\$ 594.55
New brick masonry parapet w/stone coping and flashings (42" high)	SF	\$ 702.65
Reconstruction of Brick Masonry Roof Parapets – Scaffolding (low-rise)	UNIT	\$ per Unit
New brick masonry parapet w/stone coping and flashings (24" high)	SF	\$ 378.35
New brick masonry parapet w/stone coping and flashings (42" high)	SF	\$ 513.48
New brick masonry parapet w/stone coping and flashings (24" high)	SF	\$ 270.25
New brick masonry parapet w/stone coping and flashings (42" high)	SF	\$ 351.33
New Through wall Flashings – Swing stage (high-rise)	UNIT	\$ per Unit
Removal of 4 courses brick wall w/Temporary Shoring	SF	\$ 81.08
Removal and replacement of steel lintel	SF	\$ 86.48
Furnish and install new flashings (Bituthane)	SF	\$ 27.03
Furnish and install new flashings (Lead coated copper)	SF	\$ 48.65
Furnish and Install New Brick Masonry w/Weep Holes and Screens	SF	\$ 95.60
Parging and waterproofing of back-up wall	SF	\$ 37.84
New Through wall Flashings – Scaffolding (low-rise)	UNIT	\$ per Unit
Removal of 4 courses brick wall w/Temporary Shoring	SF	\$ 54.05
Removal and replacement of steel lintel	SF	\$ 81.08
Furnish and install new flashings (Bituthane)	SF	\$ 21.62
Furnish and install new flashings (Lead coated copper)	SF	\$ 43.24
Furnish and Install New Brick Masonry w/Weep Holes and Screens	SF	\$ 81.08
Parging and waterproofing of back-up wall	SF	\$ 30.27
Brick Masonry/Stone Stabilization	UNIT	\$ per Unit
Drilling and installation of new friction pins with mortar cap	SF	\$ 37.84
Drilling and installation of new friction pins for lime stone with mortar cap	SF	\$ 59.46
Limestone Removal and Replacement	UNIT	\$ per Unit
Removal of existing deteriorated architectural limestone	SF	\$ 135.13
Furnish and install new limestone replacement.	SF	\$ 162.15
Replacement of stone with lightweight polymer resin to match	SF	\$ 86.48
Minor patching of existing stone to match	SF	\$ 189.18
Terra Cotta Removal and Replacement	UNIT	\$ per Unit
Removal of existing deteriorated architectural Terra Cotta	SF	\$ 135.13
Furnish and install new Terra Cotta replacement.	SF	\$ 432.40
Replacement of stone with lightweight polymer resin to match	SF	\$ 189.18
Minor patching of existing stone to match	SF	\$ 243.23
Roof Coping Stones.	UNIT	\$ per Unit
Removal of existing roof coping stones (16 inches)	SF	\$ 135.13
Removal and parging of existing substrate	SF	\$ 43.24
Furnish and install new lead coated copper flashings	SF	\$ 43.24
Drilling and epoxy grouting stainless steel pins	SF	\$ 81.08
Reinstallation of existing stones with cleaning	SF	\$ 135.13
Furnish and install new coping stones	SF	\$ 178.37
Furnish and install new sealants between coping stones.	SF	\$ 23.78
Cleaning and coating of existing stones.	SF	\$ 27.03
CMU Backup Wall Repair and Waterproofing.	UNIT	\$ per Unit
Replacement of Deteriorated CMU Back-up	SF	\$ 91.89
Parging of CMU back-up wall	SF	\$ 32.43
Waterproofing of back-up wall	SF	\$ 27.03
Brick Masonry Piers	UNIT	\$ per Unit
Isolated repair of existing masonry piers (removal and replacement)	SF	\$ 243.23
Reconstruction of isolated areas of pier	SF	\$ 378.35
Construction of new masonry piers (16" x 16")	SF	\$ 486.45
Crack Repair	UNIT	\$ per Unit
Drill and install new stainless steel pins.	Each	\$ 37.84
Grouting of open cracks	SF	\$ 27.03
Replacement of cracked bricks	SF	\$ 54.05
Concrete Removal	UNIT	\$ per Unit
Perimeter saw cutting	SF	\$ 2.70
Removal of existing concrete (2" depth).	SF	\$ 37.84
Removal of existing concrete (3.5" depth).	SF	\$ 48.65

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

	UNIT	\$ per Unit
New Concrete and Coating		
Placement of new high strength patching mortar (2" depth)	SF	\$ 135.13
Placement of new high strength patching mortar (3.5" depth).	SF	\$ 151.34
Cleaning and coating of concrete surface.	SF	\$ 12.97
Sidewalk Bridging.	SF	\$ 4.03
Temporary Roof Protection	SF	\$ 2.70
Roof Drainage, Scuppers, Stacks, Curbs and Pitch Pockets		
Install & Connect new 4" roof drain & Flashing; Excluding Plumbing	EA	\$ 650.00
Install & Connect new 6" roof drain & Flashing; Excluding Plumbing	EA	\$ 750.00
Install & Connect new 8" roof drain & Flashing; Excluding Plumbing	EA	\$ 850.00
Pitch pocket, 24 gauge, GI, 12" x 12", with storm collar, hemmed to outside, soldered corners and seams	EA	\$ 191.00
Pitch pocket, 24 gauge, GI, 6" x 6", with storm collar hemmed to outside, soldered corners and seams	EA	\$ 122.00
Pitch pocket, 24 gauge, GI, 8" x 8", with storm collar, hemmed to outside, soldered corners and seams	EA	\$ 157.00
Plumbing stack, 16 oz. copper flashing	EA	\$ 171.00
Plumbing stack, 24 gad Zinc flashing	EA	\$ 255.00
Plumbing stack, 4# lead flashing	EA	\$ 87.00
Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 12" Straight	EA	\$ 90.00
Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 2" Corners	EA	\$ 53.00
Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 3" Kit	EA	\$ 53.00
Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 5" Kit	EA	\$ 72.00
Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 5" Rounds	EA	\$ 72.00
Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 6" Kit	EA	\$ 67.00
Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 6" Straight	EA	\$ 67.00
Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 7.5" Kit	EA	\$ 106.00
Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 7.5" Kit with 2-Pan Filler	EA	\$ 115.00
Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 7.5" Rounds	EA	\$ 115.00
Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 9" Kit	EA	\$ 78.00
Provide a cast iron drain strainer	EA	\$ 90.00
Reflash existing roof drain	EA	\$ 291.00
Scupper, .050 Aluminum, match existing configuration	LF	\$ 226.00
Scupper, 16 oz Copper, match existing configuration	LF	\$ 255.00
Scupper, 20 gad Stainless Steel, match existing configuration	LF	\$ 243.00
Sleeper Cap - 24 Gad Galvanized	LF	\$ 14.33
Roof Accessories		
Walkway Pads		
30" wide roll goods, tape attached	EA	\$ 24.50
30" wide roll, hot asphalt attached	EA	\$ 265.00
30" wide roll, adhesive attached	EA	\$ 29.00
Expansion joint, butyl or neoprene bellows, galvanized flange	LF	\$ 11.77
Roof ladder, security ladder guard	EA	\$ 156.04
Roof ladder, steel, bolted to concrete, 20 feet and up, with cage; with intermediate landings as required by Code	EA	\$ 105.00
Roof ladder, steel, bolted to concrete, up to 20 feet, without cage	EA	\$ 121.30
Roof ventilators	EA	\$ 165.78
Termination bar, aluminum, 1/4" x 1"	LF	\$ 2.27
Common Roof Repair Items		
3-Course Application; Mastic-Mesh-Mastic; 15" Wide Total; 12" Wide Mesh	LF	\$ 8.95
3-Course Application; Mastic-Mesh-Mastic; 9" Wide Total; 6" Wide Mesh	LF	\$ 5.50
3-Course Application; Urethane-Reinforcement-Urethane (< 500 SF)	SF	\$ 3.50
3-Course Application; Urethane-Reinforcement-Urethane (> 500 SF)	SF	\$ 3.50
Set Roofing Cap Sheet Membrane in Mastic Installed Over Repair Area (< 500 SF)	SF	\$ 6.15
Set Roofing Cap Sheet Membrane in Mastic Installed Over Repair Area (> 500 SF)	SF	\$ 6.15
Equipment		
Forklift/Manlift Equipment Rental	Day	\$ 123.00
Crane Equipment Rental - up to 80'	Day	\$ 950.00
Crane Equipment Rental - up to 150'	Day	\$ 1,250.00
Manlift per day	Day	\$ 90.00

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Skytrack	Day	\$ 90.00
Additional Equipment (rental) % off published price	%	1%
Other Services	UNIT	\$ per Unit
"As-Built" Drawings Upon Project Completion	EA	\$ 5,000.00
Demobilization - Pre-Planned or Additional Un-planned	EA	\$ 650.00
Dew Point Calculations	EA	\$ 1,500.00
Energy Payback Calculations	EA	\$ 1,500.00
Final Walkthrough with Report	EA	\$ 0.01
On-Site Quality Control Inspections with Report from Manufacturer's Rep - 3 Days per Week	Week	\$ 0.01
P.E. Reviewed and Stamped Shop Drawings	EA	\$ 5,000.00
P.E. Reviewed and Stamped Specifications	EA	\$ 3,000.00
Remobilization - Pre-Planned or Additional Un-planned	EA	\$ 1,250.00
Roof Asset Management with Reports and Budgeting	EA	\$ 0.01
Additional repair options	UNIT	\$ per Unit
Option 1 - Estimating repairs can be done on a labor and material cost plus basis	%	14
Option 2 R.S. Means	%	14
Catalog Pricing	UNIT	\$ per Unit
Please provide a price list with your complete material catalog(s) - A manufacturers catalog can be used. You may provide a net-pricer or a catalog with a discount.		1% Discount
Green Roofing	UNIT	\$ per Unit
Please provide your green environmentally friendly roofing options, please provide as much information as possible to include line items necessary to complete a green roof		

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Caulking Chart pricing per Linear Foot Installed

2 Component Epoxied Urethane Compound

Joint Size	1/8"	3/16"	1/4"	5/16"	3/8"	7/16"	1/2"	5/8"	3/4"	7/8"	1"	1-1/8"	1-1/4"
1/8"	\$1.38	\$1.44	\$1.50	\$1.55	\$1.61	\$1.73	\$1.84	\$1.96	\$2.01	\$2.13	\$2.24	\$2.53	\$2.65
3/16"	\$1.44	\$1.50	\$1.55	\$1.61	\$1.67	\$1.73	\$1.84	\$2.01	\$2.07	\$2.13	\$2.30	\$2.59	\$2.70
1/4"	\$1.50	\$1.55	\$1.55	\$1.67	\$1.73	\$1.73	\$1.96	\$2.01	\$2.07	\$2.13	\$2.36	\$2.65	\$2.76
5/16"	\$1.55	\$1.61	\$1.61	\$1.73	\$1.78	\$1.84	\$2.01	\$2.07	\$2.07	\$2.13	\$2.42	\$2.70	\$2.82
3/8"	\$1.61	\$1.67	\$1.67	\$1.78	\$1.84	\$1.96	\$2.07	\$2.13	\$2.07	\$2.19	\$2.53	\$2.76	\$2.88
7/16"	\$1.73	\$1.73	\$1.73	\$1.84	\$1.96	\$2.01	\$2.13	\$2.19	\$2.19	\$2.24	\$2.59	\$2.82	\$2.93
1/2"	\$1.84	\$1.84	\$1.84	\$1.96	\$2.01	\$2.07	\$2.19	\$2.24	\$2.30	\$2.30	\$2.65	\$2.88	\$2.99
5/8"	\$1.15	\$2.01	\$2.01	\$2.07	\$2.07	\$2.13	\$2.24	\$2.30	\$2.36	\$2.36	\$2.70	\$2.93	\$3.05
3/4"	\$1.96	\$2.07	\$2.07	\$2.07	\$2.13	\$2.19	\$2.30	\$2.36	\$2.42	\$2.42	\$2.76	\$2.99	\$3.11
7/8"	\$2.13	\$2.13	\$2.13	\$2.24	\$2.19	\$2.24	\$2.36	\$2.42	\$2.53	\$2.53	\$2.82	\$3.05	\$3.22
1"	\$2.24	\$2.30	\$2.30	\$2.36	\$2.36	\$2.42	\$2.42	\$2.53	\$2.59	\$2.65	\$2.88	\$3.11	\$3.28
1-1/8"	\$2.53	\$2.59	\$2.59	\$2.65	\$2.70	\$2.70	\$2.76	\$2.82	\$2.82	\$2.88	\$2.93	\$3.22	\$3.34
1-1/4"	\$2.65	\$2.70	\$2.76	\$2.82	\$2.82	\$2.82	\$2.88	\$2.93	\$2.93	\$2.99	\$2.99	\$3.28	\$3.39

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Caulking Chart pricing per Linear Foot Installed

1 Component Polyurethane

Joint Size	1/8"	3/16"	1/4"	5/16"	3/8"	7/16"	1/2"	5/8"	3/4"	7/8"	1"	1-1/8"	1-1/4"
1/8"	\$2.07	\$2.19	\$2.30	\$2.36	\$2.47	\$2.65	\$2.82	\$2.93	\$3.05	\$3.22	\$3.45	\$3.80	\$3.97
3/16"	\$2.19	\$2.30	\$2.36	\$2.47	\$2.65	\$2.82	\$2.93	\$3.05	\$3.22	\$3.45	\$3.80	\$3.97	\$4.08
1/4"	\$2.30	\$2.36	\$2.47	\$2.65	\$2.82	\$2.93	\$3.05	\$3.22	\$3.45	\$3.80	\$3.97	\$4.08	\$4.20
5/16"	\$2.36	\$2.47	\$2.65	\$2.82	\$2.93	\$3.05	\$3.22	\$3.45	\$3.80	\$3.97	\$4.08	\$4.20	\$4.31
3/8"	\$2.47	\$2.65	\$2.82	\$2.93	\$3.05	\$3.22	\$3.45	\$3.80	\$3.97	\$4.08	\$4.20	\$4.31	\$4.31
7/16"	\$2.65	\$2.82	\$2.93	\$3.05	\$3.22	\$3.45	\$3.80	\$3.97	\$4.08	\$4.20	\$4.31	\$4.31	\$4.31
1/2"	\$2.82	\$2.93	\$3.05	\$3.22	\$3.45	\$3.80	\$3.97	\$4.08	\$4.20	\$4.31	\$4.31	\$4.31	\$4.37
5/8"	\$2.93	\$3.05	\$3.22	\$3.45	\$3.80	\$3.97	\$4.08	\$4.20	\$4.31	\$4.31	\$4.37	\$4.49	\$4.49
3/4"	\$3.05	\$3.22	\$3.45	\$3.80	\$3.97	\$4.08	\$4.20	\$4.31	\$4.31	\$4.37	\$4.49	\$4.60	\$4.60
7/8"	\$3.22	\$3.45	\$3.80	\$3.97	\$4.08	\$4.20	\$4.31	\$4.31	\$4.37	\$4.49	\$4.60	\$4.60	\$4.95
1"	\$3.45	\$3.80	\$3.97	\$4.08	\$4.20	\$4.31	\$4.31	\$4.37	\$4.49	\$4.60	\$4.60	\$4.95	\$5.12
1-1/8"	\$3.80	\$3.97	\$4.08	\$4.20	\$4.31	\$4.31	\$4.37	\$4.49	\$4.60	\$4.60	\$4.95	\$5.12	
1-1/4"	\$3.97	\$4.08	\$4.20	\$4.31	\$4.31	\$4.37	\$4.49	\$4.60	\$4.60	\$4.95	\$5.12		

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Caulking Chart pricing per Linear Foot Installed

1 Component Silicone Rubber

Joint Size	1/8"	3/16"	1/4"	5/16"	3/8"	7/16"	1/2"	5/8"	3/4"	7/8"	1"	1-1/8"	1-1/4"
1/8"	\$2.13	\$2.24	\$2.36	\$2.42	\$2.53	\$2.70	\$2.88	\$2.99	\$3.11	\$3.28	\$3.51	\$3.85	\$4.03
3/16"	\$2.24	\$2.36	\$2.42	\$2.53	\$2.70	\$2.88	\$2.99	\$3.11	\$3.28	\$3.51	\$3.85	\$4.03	\$4.14
1/4"	\$2.36	\$2.42	\$2.53	\$2.70	\$2.88	\$2.99	\$3.11	\$3.28	\$3.51	\$3.85	\$4.03	\$4.14	\$4.26
5/16"	\$2.42	\$2.53	\$2.70	\$2.88	\$2.99	\$3.11	\$3.28	\$3.51	\$3.85	\$4.03	\$4.14	\$4.26	\$4.37
3/8"	\$2.53	\$2.70	\$2.88	\$2.99	\$3.11	\$3.28	\$3.51	\$3.85	\$4.03	\$4.14	\$4.26	\$4.37	\$4.43
7/16"	\$2.70	\$2.88	\$2.99	\$3.11	\$3.28	\$3.51	\$3.85	\$4.03	\$4.14	\$4.26	\$4.37	\$4.43	\$4.54
1/2"	\$2.88	\$2.99	\$3.11	\$3.28	\$3.51	\$3.85	\$4.03	\$4.14	\$4.26	\$4.37	\$4.43	\$4.54	\$4.66
5/8"	\$2.99	\$3.11	\$3.28	\$3.51	\$3.85	\$4.03	\$4.14	\$4.26	\$4.37	\$4.43	\$4.54	\$4.66	\$4.77
3/4"	\$3.11	\$3.28	\$3.51	\$3.85	\$4.03	\$4.14	\$4.26	\$4.37	\$4.43	\$4.54	\$4.66	\$4.77	\$4.88
7/8"	\$3.28	\$3.51	\$3.85	\$4.03	\$4.14	\$4.26	\$4.37	\$4.43	\$4.54	\$4.66	\$4.77	\$4.88	\$5.00
1"	\$3.51	\$3.85	\$4.03	\$4.14	\$4.26	\$4.37	\$4.43	\$4.54	\$4.66	\$4.77	\$4.88	\$5.00	\$5.11
1-1/8"	\$3.85	\$4.03	\$4.14	\$4.26	\$4.37	\$4.43	\$4.54	\$4.66	\$4.77	\$4.88	\$5.00	\$5.11	\$5.22
1-1/4"	\$4.03	\$4.14	\$4.26	\$4.37	\$4.43	\$4.54	\$4.66	\$4.77	\$4.88	\$5.00	\$5.11	\$5.22	\$5.33

PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

Line Item Multiplier to Adjust Labor Costs Based Upon the
 Prevailing Wage Rate. Prevailing wage found at
<http://www.wdol.gov/dba.aspx#0>

Journeyman Prevailing Wage Rate	Multiplier for Prevailing Wage Rates	
	Roofer	Sheet Metal
\$10.00	1.0000	0.5200
\$12.50	1.0000	0.5200
\$15.00	1.0000	0.5200
\$17.50	1.0000	0.5200
\$20.00	1.0120	0.5800
\$22.50	1.0300	0.6300
\$25.00	1.0480	0.6900
\$27.50	1.0660	0.7500
\$30.00	1.0840	0.8100
\$32.50	1.1020	0.8600
\$35.00	1.1200	0.9100
\$37.50	1.1380	0.9600
\$40.00	1.1560	1.0000
\$42.50	1.1740	1.0600
\$45.00	1.1920	1.1100
\$47.50	1.2100	1.1700
\$50.00	1.2270	1.2300
\$52.50	1.2440	1.2900
\$55.00	1.2610	1.3400
\$57.50	1.2780	1.4000
\$60.00	1.2930	1.4500
\$62.50	1.3080	1.5100
\$65.00	1.3230	1.5600
\$67.50	1.3380	1.6200
\$70.00	1.3520	1.6700
\$72.50	1.3660	1.7300
\$75.00	1.3800	1.7800
\$77.50	1.3940	1.8400
\$80.00	1.4070	1.8900
\$82.50	1.4200	1.9500
\$85.00	1.4330	2.0100
\$87.50	1.4460	2.0600
\$90.00	1.4580	2.1200
\$92.50	1.4700	2.1800
\$95.00	1.4820	2.2300
\$97.50	1.4940	2.2900
\$100.00	1.5060	2.3400
\$102.50	1.5180	2.4000
\$105.00	1.5300	2.4500
\$107.50	1.5420	2.5100
\$110.00	1.5530	2.5600
\$112.50	1.5640	2.6200
\$115.00	1.5750	2.6700
\$117.50	1.5860	2.7300
\$120.00	1.5970	2.7800

US Communities Discount = 1%

Product # Product Name

Roll Goods Membranes

Description

Coverage Rate # Per Pallet

Retail Price to which Discount is Applied

Product #	Product Name	Description	Coverage Rate	# Per Pallet	Retail Price to which Discount is Applied
4360	StressPly®	Dual fbgl.-reinforced SBS-mod. asphalt membrane-80 Mil	100 sq. ft./roll (34' 8" x 3' 3")	25	\$210.00
4365	StressPly® FR Mineral	Dual fbgl.-reinforced SBS-mod. FR membrane w/min.-145 Mil	75 sq. ft./roll (26' 2" x 3' 3")	25	\$221.00
4376	StressPly® Plus	Poly/fbgl.-reinforced SBS-mod. membrane w/recycled rubber-105 Mil	100 sq. ft./roll (34' 8" x 3' 3")	25	\$202.00
4377	StressPly® Plus FR Mineral	Poly/fbgl.-reinforced SBS-mod. FR membrane w/recycled rubber & min.-155 Mil	75 sq. ft./roll (26' 2" x 3' 3")	25	\$187.00
4381	StressPly® IV	Dual fbgl.-reinforced SBS-mod. membrane (torch)-180 Mil	75 sq. ft./roll (26' 2" x 3' 3")	20	\$242.00
4382	StressPly® IV Mineral	Dual fbgl.-reinforced SBS-mod. membrane w/min. (torch)-195 Mil	75 sq. ft./roll (26' 2" x 3' 3")	20	\$263.00
4383	StressPly® IV Plus	Poly/Fiberglass-reinforced SBS modified membrane (torch) - 180 Mil	75 sq. ft./roll (26' 2" x 3' 3")	20	\$253.00
4384	StressPly® IV Plus Mineral	Poly/fbgl.-reinforced SBS mineral-surfaced membrane (torch) - 195 Mil	75 sq. ft./roll (26' 2" x 3' 3")	20	\$269.00
4385	StressPly® IV Plus UV Mineral	Poly/fbgl.-reinforced SBS modified Starburst surfaced membrane (torch) - 195 Mil	75 sq. ft./roll (26' 2" x 3' 3")	20	\$282.00
4380	StressPly® IV UV Mineral	Poly/fbgl.-reinforced SBS Starburst surfaced modified membrane (torch) - 195 Mil	75 sq. ft./roll (26' 2" x 3' 3")	20	\$278.00
4393	StressPly® E	Poly/fbgl.-reinforced SBS/SIS-mod. membrane-80 Mil	100 sq. ft./roll (34' 8" x 3' 3")	25	\$264.00



US Communities Discount = 1%

Product # Product Name

Roll Goods Membranes

Description

Coverage Rate

Per Pallet

Retail Price to which Discount is Applied

Product #	Product Name	Description	Coverage Rate	# Per Pallet	Retail Price to which Discount is Applied
4396	StressPly® E FR Mineral	Poly/fbgl.-reinforced SBS/SIS-mod. FR membrane w/min.-160 Mil	75 sq. ft./roll (26' 2" x 3' 3")	25	\$284.00
4356	StressPly® EUV	Poly/fbgl.-reinforced UV-resistant SBS/SIS-mod. membrane w/recycled rubber-115 Mil	100 sq. ft./roll (34' 8" x 3' 3")	20	\$289.00
4359	StressPly® EUV FR Mineral	Poly/fbgl.-reinfor. UV-resis. SBS/SIS-mod. FR membr. w/recyc. rubber & rctv. min.-160 Mil	75 sq. ft./roll (26' 2" x 3' 3")	25	\$313.00
4350	StressPly® Max	Poly/fbgl.-reinforced UV-resistant SBS/SIS-mod. membrane w/recycled rubber-145 Mil	100 sq. ft./roll (34' 8" x 3' 3")	20	\$329.00
4351	StressPly® Max FR Mineral	Poly/fbgl.-reinfor. UV-resis. SBS/SIS-mod. FR membr. w/recyc. rubber & rctv. min.-170 Mil	75 sq. ft./roll (26' 2" x 3' 3")	20	\$359.00
4125	StressPly® SA FR Mineral	SBS-mod. self-adhering FR membrane w/min.-140 Mil	100 sq. ft./roll (34' 8" x 3' 3")	20	\$260.00
4355	StressPly® EUV SPF FR Min	Poly/fbgl.reinforced-white T-24 SBS/SIS-mod. membrane w/recycled rubber -160 Mil	75 sq. ft./roll (26' 2" x 3' 3")	20	\$350.00
4375	StressPly® Plus SPF FR Min	Poly/fbgl.-reinforced T-24 SBS-mod. FR membrane w/min. -155 Mil	75 sq. ft./roll (26' 2" x 3' 3")	20	\$309.00
4363-40	VersiPly® 40	Dual fbgl.-reinforced SBS-mod.-40 Mil	200 sq. ft./roll (68' 7" x 3' 3")	25	\$245.00
4363-60	VersiPly® 60	Dual fbgl.-reinforced SBS-mod. membrane-60 Mil	100 sq. ft./roll (34' 8" x 3' 3")	30	\$155.00
4364	VersiPly® 80	Dual fbgl.-reinforced SBS-mod. membrane-80 Mil	100 sq. ft./roll (34' 8" x 3' 3")	25	\$170.00



US Communities Discount = 1%

Product # Product Name

Description

Coverage Rate # Per Pallet

Retail Price to which Discount is Applied

Roll Goods Membranes

Product #	Product Name	Description	Coverage Rate	# Per Pallet	Retail Price to which Discount is Applied
4369	VersiPly® Mineral	Dual fbgl.-reinforced SBS-mod. membrane w/min.-145Mil	75 sq. ft./roll (26' 2" x 3' 3")	25	\$160.00
4141	BiFlex® Cap	Fiberglass reinforced SBS modified membrane - 120 Mil	100 sq. ft./roll (34'8" x 3' 3")	24	\$147.00
4140	BiFlex® Mineral Cap	Fiberglass reinforced SBS modified membrane w/min. - 140 Mil	100 sq. ft./roll (34'8" x 3' 3")	20	\$165.00
4601	Millennium®	Poly/fbgl.-reinforced SBS-mod. coal tar membrane-120 Mil	100 sq. ft./roll (34' 5" x 3' 3")	25	\$301.00
4603	Millennium® FR Mineral	Poly/fbgl.-reinforced SBS-mod. coal tar FR membrane w/min.-160 Mil	75 sq. ft./roll (26' x 3' 3")	25	\$353.00
4602	Millennium® Mineral	Poly/fbgl.-reinforced SBS-mod. coal tar membrane w/min.-160 Mil	75 sq. ft./roll (26' x 3' 3")	25	\$282.00



US Communities Discount = 1%

Product # Product Name

Roll Goods Base and Ply Sheets

Product #	Product Name	Description	Coverage Rate	# Per Pallet	Retail Price to which Discount is Applied
4145-120	FlexBase® E 120	Poly/fiberglass reinforced SBS-mod. base sheet used as base ply with Biflex Cap - 120 Mil	100 sq. ft./roll (34' 8" x 3' 3")	20	\$280.00
4145-80	FlexBase® E 80	Poly/fiberglass reinforced SBS-mod. base sheet used as base ply with Biflex Cap - 80 Mil	100 sq. ft./roll (34' 8" x 3' 3")	25	\$225.00
4144-120	FlexBase® Plus 120	Poly/fiberglass reinforced SBS-mod. base sheet used as base ply with Biflex Cap - 120 Mil	100 sq. ft./roll (34' 8" x 3' 3")	20	\$225.00
4144-80	FlexBase® Plus 80	Poly/fiberglass reinforced- SBS-mod. base sheet used as base ply with Biflex Cap - 80 Mil	100 sq. ft./roll (34' 8" x 3' 3")	25	\$165.00
4131	HPR® Aqua Shield	SBR-mod. fbgI reinforced self-adhering underlayment for ice and water protection - 60 Mil	200 sq. ft./roll (65' 6" x 3' 3")	20	\$202.00
4117	HPR® Fire-Tite FR Base Sheet	Self-adhering multi-purpose FR underlayment base sheet-60 Mil	100 sq. ft./roll (34' x 3' 4")	20	\$205.00
4112	HPR® Glasbase	Heavy-duty double-coated asphalt-fbgI. base sheet ASTM D4601, TYPE II, 40 Mil	300 sq. ft./roll (108' x 3')	20	\$104.00
4122	HPR® Glasfelt	Asphalt-saturated fbgI. felt ASTM-2178 Type IV, 20 Mil	500 sq. ft./roll (180' x 3')	20	\$110.00
4128	HPR® Organic Base Sheet	Asphalt-coated organic underlayment for metal/shingle/tile roof systems-60 Mil	200 sq. ft./roll (72' x 3')	20	\$113.00
4116	HPR® Premium Glasbase	High-strength double-coated asphalt premium base sheet exceeds ASTM D4601 Type II, 55 Mil	200 sq. ft./roll (72' x 3')	25	\$110.00
4123	HPR® Premium Glasfelt	Premium asphalt-saturated fbgI. felt ASTM-2178 Type VI, 25 Mil	500 sq. ft./roll (180' x 3')	20	\$152.00
4121	HPR® TriBase Premium	Premium poly/fbgI.-reinforced SBS-mod. base sheet-60 Mil	200 sq. ft./roll (72' x 3')	25	\$198.00



US Communities Discount = 1%

Product # Product Name

Roll Goods Base and Ply Sheets

Description

Coverage Rate # Per Pallet

Retail Price to which Discount is Applied

Product #	Product Name	Description	Coverage Rate	# Per Pallet	Retail Price to which Discount is Applied
4129	BK Glasfelt	Coal-tar-saturated fbgl. felt used w/Millennium Systems-20 Mil	500 sq. ft./roll (180' x 3')	20	\$134.00
4130	BK Premium Glasfelt	Premium coal-tar-saturated fbgl. felt used w/Millennium Systems-25 Mil	500 sq. ft./roll (180' x 3')	20	\$147.00
4620	Millennium® Base	Poly/fbgl.-reinforced coal tar base sheet for cold Millennium systems-80 Mil	150 sq. ft./roll (51' x 3' 3")	25	\$252.00
4143-120	FlexBase® 120	Fbgl.-reinforced SBS-mod. base sheet used as base ply with Biflex Cap -120 Mil	100 sq. ft./roll (34' 8" x 3' 3")	20	\$223.00
4143-80	FlexBase® 80	Fbgl.-reinforced SBS-mod. base sheet used as base ply with Biflex Cap -80 Mil	100 sq. ft./roll (34' 8" x 3' 3")	25	\$161.00
4114	HPR® SA FR Base Sheet	SBS-mod. self-adhering underlayment used in SP SA FR min. systems-80 Mil	150 sq. ft./roll (51' x 3' 3")	20	\$209.00
4113	HPR® Torch Base Sheet	Fbgl.-reinforced SBS-mod. base sheet used as base ply for torch-applied membranes-120 Mil	100 sq. ft./roll (34' 8" x 3' 3")	25	\$190.00
4411-120	StressBase® 120	Fbgl.-reinforced SBSMod underlayment used w/VersiPly and StressPly Cap Sheets -120 Mil	100 sq. ft./roll (34' 8" x 3' 3")	24	\$144.00
4411-80	StressBase® 80	Fbgl.-reinforced SBS Mod underlayment used w/VersiPly and StressPly Cap Sheets - 80 Mil	150 sq. ft./roll (52" x 3' 3")	24	\$175.00



US Communities Discount = 1%

Product # Product Name

Roll Goods Reinforcing Fabric

Description

Coverage Rate # Per Pallet

Retail Price to which Discount is Applied

Product #	Product Name	Description	Coverage Rate	# Per Pallet	Retail Price to which Discount is Applied
4840-6	GarMesh® 6"	SBR-coated woven-fbgl. reinforcing fabric	75 sq. ft./roll (150' x 6")	N/A	\$51.00
4879	Grip Polyester® Firm	Polyester reinforcement used for cold application over smooth BUR or mod.	1000 sq. ft./roll (324' x 3' 4")	25	\$283.00
4876	Grip Polyester® Soft	Polyester reinforcement used for cold applications over metal, mod., or single ply	1000 sq. ft./roll (324' x 3' 4")	25	\$265.00
4876-12	Grip Polyester® Soft 12"	Polyester reinforcement used for cold applications over metal, mod., or single ply	300 sq. ft./roll (300' x 12")	N/A	\$165.00
4876-4	Grip Polyester® Soft 4"	Polyester reinforcement used for cold applications over metal, mod., or single ply	100 sq. ft./roll (300' x 4")	N/A	\$67.00
4876-6	Grip Polyester® Soft 6"	Polyester reinforcement used for cold applications over metal, mod., or single ply	150 sq. ft./roll (300' x 6")	N/A	\$66.00
4873	HPR® Polyscrim Plus	Polyester reinforcement for hot bitumen applications	1000 sq. ft./roll (324' x 3' 4")	12	\$621.00
4875-38	Ulti-Mat™ 38"	Non-woven fbgl. reinforcing membrane for White-Knight systems	1,425 sq. ft./roll (450' x 3' 2")	N/A	\$522.00
4875-6	Ulti-Mat™ 6"	Non-woven fbgl. reinforcing membrane for White-Knight systems	225 sq. ft./roll (450' x 6")	N/A	\$130.00



EXHIBIT 3

Cobb County, Georgia Contract (Contract No. 09-5408)

**MASTER AGREEMENT
(CONTRACT)**

PAGE 1 OF 1 **DATE: November 30, 2009**

MASTER AGREEMENT

OWNER: COBB COUNTY BOARD OF COMMISSIONERS
100 CHEROKEE STREET
MARIETTA, GEORGIA 30060

CONTRACTOR: CONTRACTOR NAME: THE GARLAND COMPANY, INC.-GARLAND / DBS, LLC
ADDRESS: 3800 EAST 91ST STREET, CLEVELAND, OHIO 44105

WORK: **ROOFING SUPPLIES AND RELATED PRODUCTS AND SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid #09-5408: ROOFING SUPPLIES AND RELATED PRODUCTS AND SERVICES' PROJECT MANUAL (aka, the Contractor's Bid Proposal submitted June 4, 2009) which is incorporated here in by reference. Contractor understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the owner at the time of each renewal term if Owner chooses to renew. Bonds and insurance shall be written by a firm acceptable to the Owner as specified in the Project Manual.

TERM: November 24, 2009 to November 23, 2012, with full renewal options per the Project Manual. Owner shall exercise renewal options by issuance and delivery to Contractor of a written notice to renew this Agreement.

PROJECT: **ROOFING SUPPLIES AND RELATED PRODUCTS AND SERVICES** in accordance with the Project Manual.

PRICE: Prices as stated for all schedules included in the Project Manual.

BILLING: All original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for Work completed during the period covered by the invoice and shall clearly identify such work in accordance with invoicing guidelines in the Project Manual.

IN WITNESS WHEREOF, this Agreement was executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Ga. 30060



Garland / DBS, LLC
East 91st Street
Cleveland, Ohio 44105

Samuel S. Olens, Chairman

David M. Sokol, President

Date: Dec. 8, 2009

Date: 12/04/09

Federal Tax ID Number: 27-0288466

APPROVED AS TO FORM

COUNTY ATTORNEY'S OFFICE

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

11-24-09 KK

CONTRACT AMENDMENT FY 10-01

Term of Current Contract: 11/24/09-11/23/12

Date of Amendment: 2/24/10

Owner: Cobb County Board of Commissioners, Cobb County, Georgia
Contractor: The Garland Company, Inc/Garland/DBS, LLC
Project: Roofing Supplies and Related Services-Sealed Bid 09-5408

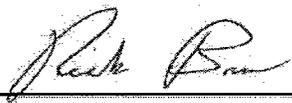
This action amends the current contract referenced above. It is valid when signed by both the owner and the contractor. The signature of the Contractor indicates his agreement herewith.

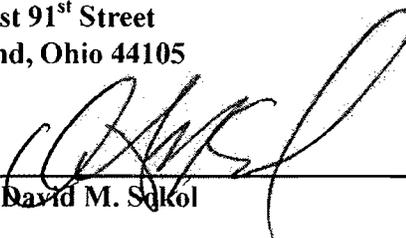
Item #1: To change the name of the contractor from Garland/DBS, LLC to Garland/DBS, Inc.

ACCEPTED- The above is satisfactory and is hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless before or herein modified.

OWNER
Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Georgia 30060

CONTRACTOR
Garland/DBS, Inc.
3800 East 91st Street
Cleveland, Ohio 44105

Signed: 
Rick Brun

Signed: 
David M. Sokol

Title: Purchasing Director

Title: President

Date: 3-03-2010

Date: 02/26/10



3800 East 91st. Street • Cleveland, Ohio 44105-2197
Phone: (216) 641-7500 • Fax: (216) 641-0633
Nationwide: 1-800-321-9336

Mr. Mark Kohntopp, C.P.M., Purchasing Manager
Cobb County Purchasing
1772 County Service Parkway
Marietta, GA 30008

February 26, 2010

Dear Mark:

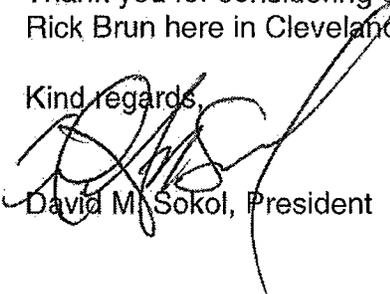
Per your recent conversations with Frank Percaciante, this letter is to request that you remove certain sensitive sections from our original submittal documents responding to the Cobb County ITB, prior to publicly posting the documents on the U.S. Communities Web site. Due to the highly competitive nature of our business, we are reluctant to share certain aspects of our operations in a forum competitors may access.

Specifically, we are requesting the removal of sections pertaining to:

- Names, titles, bios, locations, and contact information for our corporate employees, sales force, and authorized contractors
- Proprietary information on our market demographics
- Proprietary financial statements
- Proprietary data defining the processes and procedures we use to conduct our business
- Proprietary information defining the agenda used in our sales force training
- Proprietary price lists
- Proprietary information concerning quality control issues and their resolutions
- Warehouse and manufacturing locations

Thank you for considering our request. We are all looking forward to meeting you and Rick Brun here in Cleveland later this year.

Kind regards,



David M. Sokol, President

Capabilities Prospectus

Prepared for

Cobb County, Georgia

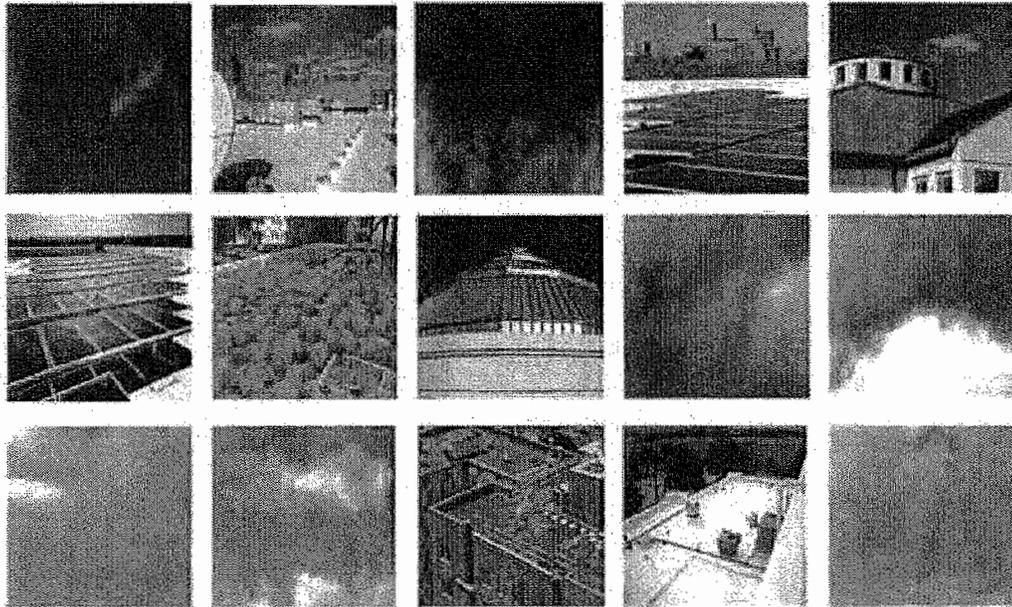


**U.S.
COMMUNITIES**

Government Purchasers Saving You Money.

Garland/DBS, LLC

**Bid #09-5408 for Roofing Supplies and Related Products and Services
Opening Date 6/04/09**



3800 East 91st Street
Cleveland, Ohio 44105
Fax: (216) 641-0633
Toll Free: (800) 321-9336





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Bio for David M. Sokol, President, Garland/DBS, LLC

Bio for Bill Pancoast, Director of Sales Development, The Garland Company, Inc.

Bio for Jan Manning, General Counsel, The Garland Company, Inc. and Design-Build Solutions, Inc.

Bio for Joanne Durante, The Garland Company, Inc. and Design-Build Solutions, Inc.

Bio for Mike Huber, P.E., The Garland Company, Inc.

Bio for John L. Pierson, Jr., P.E., Design-Build Solutions, Inc.

Bio for Eric Younkin, The Garland Company, Inc.

Bio for Jennifer Cea, ImageWorks, The Garland Company, Inc.

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 - Hot-Process Adhesives
 - Cold-Process Adhesives
 - Maintenance and Restoration Products
 - Metal Roofing: Flat Seam and Standing Seam Systems
 - Sustainable Roofing Solutions
 - Hot-Applied Asphalt Built-Up Roof Systems
 - Accessories
 - High Performance Flooring Systems
 - Solar (Photovoltaic) Solutions
 2. Description of Services
 - Strategic Planning Support Services
 - Engineering Services
 - Long-Term Maintenance and Support
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 - Leasing Program
 - The Dry Zone® - Total Roofing Program Management
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 - Pre-Approved Contractor Network
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Lead Generation
-Reed Construction Data
-Forum Networking Events Inc and Craig Michaels, Inc
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15. STATE NOTICE ADDENDUM

Instructions, Terms, Conditions

Evidence of Compliance with GA Security & Immigration Compliance Act

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Subcontractor Affidavit – Exhibit A-1

Disadvantaged Business Enterprise (DBE) Identification Form – Exhibit B

**Instructions for Cobb County Government Disadvantaged Business Enterprise (DBE)
Participation Report – Exhibit C**

**Cobb County Government Disadvantaged Business Enterprise (DBE) Participation Report –
Exhibit C**

Appendix A – Master Intergovernmental Cooperative Purchasing Agreement

Appendix B – Administration Agreement

Administration Agreement Addendum Affiliate Programs

Exhibit AA – Master Agreement Sample Contract

Exhibit BB – Sales Report Format Sample

Appendix C

Appendix D

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No. 4

**ADVERTISEMENT FOR BIDS
COBB COUNTY PURCHASING DEPARTMENT**

BID OPENING DATE: MAY 28, 2009

Sealed bids from qualified contractors will be receive before 12:00 NOON, May 28, 2009 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for furnishing all labor, materials, equipment, appliances, etc. pursuant to the plans, specifications, condition and addenda for:

**SEALED BID # 09 -5408
ROOFING SUPPLIES AND RELATED PRODUCTS AND SERVICES
COBB COUNTY PURCHASING DEPARTMENT**

**PRE-BID/PROPOSAL MEETING: MAY 12, 2009 @ 10:30 A.M. EST
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008**

No bids will be accepted after the 12:00 noon deadline.

Bids are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008. Bids received after the date and time indicated will not be considered.

Performance Bond and Labor and Material Payment Bond, or other security instruments as allowed by law each in the amount equal to 100% of the contract sum will be required of the successful bidder. Bonds must be written by a surety company licensed to do business in the State of Georgia, have a "Best's" rating of "A" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bonds limits equal to or in excess of those required for this project; otherwise acceptable to the owner.

No proposal may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County purchasing website. www.purchasing.cobbcountyga.gov
To request a copy of the proposal documents, **FAX** the following information to the Purchasing Department @ 770-528-1154 or e-mail requests to purchasing@cobbcounty.org:

Company name, contact name, company address, phone number and fax number.

Please reference the proposal number and the title of the proposal in the request

Advertise: MAY 1, 8, 15, 22, 2009



**SUBMIT BID/PROPOSAL TO:
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012**

**BID/PROJECT NUMBER: 09-5408
ROOFING SUPPLIES AND RELATED PRODUCTS AND SERVICES
COBB COUNTY PURCHASING DEPARTMENT**

**DELIVERY DEADLINE: MAY 28, 2009 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

BID OPENING DATE: MAY 28, 2009 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

COMPANY NAME: Garland/DBS, LLC
 CONTACT NAME: Frank Percaciante
 COMPANY ADDRESS: 3800 East 91st Street Cleveland, Ohio 44105
 E-MAIL ADDRESS: fpercaciante@garlandind.com
 PHONE NUMBER: 216-641-7500
 FAX NUMBER: 216-641-0633

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

Charles A. Ripepi CFO
 (PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: *Charles Ripepi*
 (SIGNATURE)

TELEPHONE: 216-641-7500 FAX: 216-641-0633
1.5% in 10 Days, Net 45 (Materials)

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: Net 30 (Turnkey Services)

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: 30 Days ARO, Metal Orders May Vary

BIDS RECEIVED AFTER THE DATE AND TIME INDICATED WILL NOT BE CONSIDERED. COBB COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES, TO REJECT PORTIONS OF THE BID, TO WAIVE TECHNICALITIES AND TO AWARD CONTRACTS IN A MANNER CONSISTENT WITH THE COUNTY AND THE LAWS GOVERNING THE STATE OF GEORGIA.

THE ENCLOSED (OR ATTACHED) BID IS IN RESPONSE TO INVITATION NUMBER 09-5408; IS A FIRM OFFER, AS DEFINED BY SECTION O.C.G.A. (S) 11-2-205 OF THE CODE OF GEORGIA (GEORGIA LAWS 1952 PAGES 156-178), BY THE UNDERSIGNED BIDDER. THIS OFFER SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF 60 DAYS CALENDAR DAYS FROM THE BID OPENING DATE, AS SET FORTH IN THIS INVITATION TO BID UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.

NOTICE TO BIDDERS -- BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

Advertise Dates: MAY 1, 8, 15, 22, 2009

BIDDING INSTRUCTIONS – TERMS AND CONDITIONS

1. PREPARATION OF BID:

- (A) Bidders are expected to examine the drawings, specifications, schedules, and all instructions. Failure to do so will be at the bidder's risk.
- (B) Each bidder shall furnish the information required by the bid form. The bidder shall sign and print or type his/her name where designated. The person signing the bid must initial erasures or other changes.
- (C) Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.
- (D) Where not otherwise specified, bidders must definitely state DATE OF DELIVERY.

2. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of Invitation to Bids, Request for Proposals or Qualifications, drawings, specifications, etc., must be in writing. All questions must be received within seven (7) business days prior to the bid opening date for a response to be generated by the County to all bidders in the form of an addendum. If any statement in the bidding documents, specifications, etc., appears ambiguous to the bidder, the bidder is specifically instructed to make a written request to the Purchasing Department, unless otherwise outlined in the specifications. Any information given to a prospective bidder concerning an Invitation for Bid will be furnished to all prospective bidders, as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of the addendum by a bidder must be acknowledged on the bid or by letter received before the date and time specified for the bid opening. **ORAL EXPLANATION OR INSTRUCTIONS GIVEN BEFORE THE AWARD OF THE CONTRACT WILL NOT BE BINDING.**

3. SUBMISSION OF BIDS: FACSIMILE BIDS WILL NOT BE CONSIDERED.

- (A) Any Bid Package and modifications thereof shall be enclosed in a sealed envelope, addressed to the office specified in the invitation to Bid, with the name and address of the bidder, the date and hour of bid opening, and name of bid. A bid reply label will be included in most bid packages stating the above referenced information. Any bid package NOT having bid information on outside of package could be opened as regular mail, and bid could be disqualified.
- (B) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the County, and at no expense to the County.
- (C) An item offered must at least meet specifications called for and must be of quality which will adequately service the purpose and use for which it was intended.
- (D) Full identification of each item bid upon, including brand name, make, model, and catalog number, must be furnished according to the bid specifications if requested to identify exactly what the bidder is proposing. Supporting literature may be furnished to further substantiate the proposal.
- (E) The bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and that the quality has not deteriorated so as to impair its usefulness.
- (F) Bids cannot be withdrawn or corrected after the bid opening (except reductions or changes by the successful bidder which would be beneficial or advantageous to the County). The County as deemed necessary may reject changes.
- (G) Cobb County is exempt from Federal Excise Tax and Georgia Sales Tax.
- (H) Cobb County does not accept conditional bids.

4. DEFAULT:

The Award as a result of bids received under this invitation may be in part based on the delivery factor. Accordingly, should delivery fail to be performed within the time specified by the bidder, the bid may then be declared in default of the contract. In such event, the County may then proceed to purchase in the open market the items from another source.

5. F.O.B. POINT:

Unless otherwise stated in the Invitation to Bid and any resulting contract, all articles will be F.O.B. Destination. This means delivered, unloaded, and placed in the designated place.

6. AWARD OF CONTRACT:

The Contract will be awarded to the responsible bidder whose bid will be the most advantageous to the County, price, and other factors considered. The County will make the determination. The County reserves the right at any time to reject any and all bids, to waive informalities and technicalities, to award portions of the bid, and to award contracts consistent with the County and the laws governing the State of Georgia. Normal payment terms are net thirty (30) days after receipt of invoice by the Finance Department.



COBB COUNTY
PURCHASING DEPARTMENT
1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400/FAX (770) 528-1154
www.cobbcounty.org

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label ***MUST*** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response.** Failure to attach the label may result in your bid being opened in error or not being routed to the proper location for consideration. No bid will be accepted after the date and time specified. **IT IS THE VENDOR’S RESPONSIBILITY TO ENSURE THAT EACH BID HAS BEEN RECEIVED IN A TIMELY MANNER.**

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Bids must be received at the Cobb County Purchasing Department. **Any bids received later than 12:00 (noon) will not be accepted.** The County accepts no responsibility for delays in the mail. Bids are to be mailed or hand delivered to:

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

Bids will be opened at 2:00 P.M. in the Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Conference/Bid Room, Marietta, GA 30008.

Thank you in advance for your cooperation.

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:

COBB COUNTY PURCHASING

1772 County Services Parkway

Marietta, GA 30008-4012

June 4, 2009

SEALED BID # 09-5408 DATE: ~~May 28, 2009~~

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Roofing Supplies and
Related Products and Services**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



COBB COUNTY
PURCHASING DEPARTMENT
1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400/FAX (770) 528-8428
www.cobbcounty.org

Dear Vendor

Vendors wishing to do business with Cobb County Government need to activate and update their accounts in the new County financial and purchasing system.

Periodically the Vendor Account Listing within this Cobb County system is purged. **Vendors not activated in the Vendor Self Service System (VSS) may be deleted from the listing of those vendors eligible to do business with Cobb County.**

Activating vendor accounts and updating the commodities your company can provide will enable the Purchasing Department to more accurately solicit quotations from your company.

Cobb County Government would like to identify individuals/businesses certified and/or meeting the definition of a Disadvantaged Business Enterprise (DBE) who are providing products and/or services to Cobb County. Please specify when you activate or update your accounts if your company is a Disadvantaged Business Enterprise (DBE) participant (Female, Black American, Hispanic American and any other minority owned business).

Vendors should go on line at www.cobbpurchasing.org to activate and update accounts by creating their own user name and password.

Vendors must submit a new W-9 form to Cobb County Finance Department, 100 Cherokee Street, Suite 400, Marietta, GA 30090-7000, if the following updates/changes are made to your vendor account:

- ❖ Vendor Name Change
- ❖ Vendor TIN Change
- ❖ Vendor Address Change

Vendors who do not have computer access may active their accounts in the Cobb County Purchasing Department located at 1772 County Services Parkway, Marietta, GA 30008. For assistance please call the Purchasing Department at 770-528-8400.

Thank you for your interest in doing business with Cobb County.

Mark Kohntopp
Purchasing Division Manager



Vendor Letter Page Response

This is to confirm that we have activated an account with the Cobb County Government under the following name:

Garland/DBS, LLC
3800 East 91st Street
Cleveland, Ohio 44105
www.garlandco.com
E-Mail: customerservice@garlandind.com
Fax: 216.641.0633
Phone: 216.641.7500
Toll-Free: 800.321.9336

Cobb County/U.S. Communities Bid #09-5408 • CONFIDENTIAL • Garland/DBS, LLC

All trademarks and registration marks appearing in this document are the property of The Garland Company, Inc. or Garland Canada, Inc., unless specifically noted otherwise.
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Account Maintenance

Headquarters Information

This section allows you to view and maintain the information about the Headquarters for your location. Please click Update to modify Headquarters information. Only Headquarters Master Users can make changes to the Headquarters information.

Pending Changes:

Headquarters Legal Name: GARDNER, LLC
 Headquarters Account Code: V0000007959
 Web Address:
 Catalog DUNS #:

Verification Help: Please verify that you are part of this organization by entering the TIN number of your Headquarters and hitting submit. If you are unsure of the TIN number please contact the Web Registrar for your Headquarters.
 Vendor Verification: 370208406
 Customer Verification: 370208406

Account Maintenance

Headquarters Information

This section allows you to view and maintain the information about the Headquarters for your location. Please click Update to modify Headquarters information. Only Headquarters Master Users can make changes to the Headquarters information.

Pending Changes:

Headquarters Legal Name: GARLAND COMPANY
 Headquarters Account Code: 0004714
 Web Address:
 Catalog DUNS #:

Verification Help: Please verify that you are part of this organization by entering the TIN number of your Headquarters and hitting submit. If you are unsure of the TIN number, contact the Web Registrar for your Headquarters.
 Vendor Verification: 341594098
 Customer Verification: 341594098

Account Maintenance

Headquarters Information

This section allows you to view and maintain the information about the Headquarters for your location. Please click Update to modify Headquarters information. Only Headquarters Master Users can make changes to the Headquarters information.

Pending Changes:

Headquarters Legal Name: Design-Build Solutions, Inc
 Headquarters Account Code: V0000007862
 Web Address: <http://www.design-buildsolutions.com>
 Catalog DUNS #: 023314183

Verification Help: Please verify that you are part of this organization by entering the TIN number of your Headquarters and hitting submit. If you are unsure of the TIN number please contact the Web Registrar for your Headquarters.
 Vendor Verification: 202348958
 Customer Verification: 202348958



Cobb County...Expect the Best!

INVITATION TO BID

**SEALED BID # 09 - 5408
ROOFING SUPPLIES AND RELATED PRODUCTS AND SERVICES
COBB COUNTY PURCHASING DEPARTMENT**

BID OPENING DATE: MAY 28, 2009

**PRE-PROPOSAL CONFERENCE: MAY 12, 2009 @ 10:30 A.M. (E.S.T.)
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008**

**BIDS ARE RECEIVED IN THE
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008
BEFORE 12:00 (NOON) BY THE BID OPENING DATE**

**BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT
BID/MEETING ROOM AT 2:00 P.M.**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 7 PAPER COPIES AND
7 COPIES ON CD-ROM DISK
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 77072

NAME: Garland/DBS, LLC

ADDRESS: 3800 East 91st Street Cleveland, Ohio 44105

REPRESENTATIVE: Frank Percaciante

PHONE: 216-641-7500 FAX: 216-641-0633

E-MAIL fpercaciante@garlandind.com

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.



**U.S.
COMMUNITIES**

Government Purchasers Saving You Money

Founding Co-Sponsors



COMPETITIVE SOLICITATION

BY COBB COUNTY, GEORGIA

FOR

ROOFING SUPPLIES AND RELATED PRODUCTS AND SERVICES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

INVITATION TO BID (ITB) # 09-5408

Response Due: May 28, 2009

**BIDDING INFORMATION
INVITATION TO BID # 09-5408
ROOFING SUPPLIES AND
RELATED PRODUCTS AND SERVICES**

Sealed bids will be received until **12:00 noon on May 28th, 2009**, by the Board of Commissioners of Cobb County, Georgia, at the **Cobb County Purchasing Department** located at **1772 County Services Parkway** in Marietta, Georgia. **NO BIDS WILL BE ACCEPTED AFTER THE 12:00 NOON DEADLINE.** Those received late will be unopened. No submitted bid may be withdrawn after the scheduled bid opening time for a period of ninety (90) days.

Indicate firm name, RFP number, and opening date on the front of each sealed proposal envelope or package. One (1) original and seven (7) copies (marked as such) of the proposal and seven (7) electronic copies (either flash drive or CD ROM). In addition, seven (7) copies of the pricing proposal shall be provided. Electronically submitted (email/fax) proposals will not be accepted.

A pre-bid conference will be held on Tuesday, May 12, 2009, at 10:30 am, at the Cobb County Purchasing Department, located at 1772 County Services Parkway, Marietta, GA 30008. All bidders are urged to attend. Bidders are strongly encouraged to review and become familiar with the solicitation documents prior to the pre-bid conference. All questions pertaining to this Invitation to Bid must be submitted in writing by Tuesday, May 19, 2009, 5:00 PM EST. to:

Mr. Rick Brun, Purchasing Director
Cobb County Purchasing Department
Marietta, GA 30008
1772 County Services Parkway
E-mail: purchasing@CobbCounty.org
Fax: 770-528-1154



0. EXECUTIVE SUMMARY

The Garland Company, Inc. and Design-Build Solutions, Inc. (DBS) have joined together as sister companies under the Garland Industries, Inc. umbrella to serve Cobb County and other U.S. Communities Participating Public Agencies as Garland/DBS, LLC. We offer the financial stability and full-service accountability of an organization that has built its reputation on developing and sustaining long-term customer relationships. Garland/DBS, LLC will provide seamless delivery and single-source accountability for turnkey projects, while offering materials-only customers all the cost-saving benefits of direct purchasing. With Garland/DBS, LLC as the U.S. Communities Supplier for Roofing Materials and Related Products and Services, Cobb County and the other Participating Public Agencies can be confident that over 114 years of delivering on commitments stands behind every installed project.

The Garland Company, Inc., as the oldest of the Garland Industries companies, has been manufacturing and distributing high-performance materials for the total building envelope since 1895. Design-Build Solutions, Inc. was founded in 1996 — in direct response to customer demands for single-source accountability in designing and implementing complex roofing projects. Garland/DBS, LLC combines these strengths into a single organization capable of offering U.S. Communities and its Participating Public Agencies a full range of new construction and renovation materials and services for the total building envelope.

The Garland field representative will be the Participating Public Agency's single point of contact, whether their requirements are for minor repairs or a complex new construction project.

Garland/DBS, LLC differentiates itself from competitors offering turnkey rooftop solutions in several significant ways:

- **CULTURE** - As a **100 percent employee-owned organization**, every Garland and DBS employee — from the locally based representative who is assessing your needs and helping manage your roofing assets to the customer service representatives who track your orders — understands that his or her personal success is directly dependent on the individual success of each of our customers and the performance outcomes of each of our projects.
- **QUALITY** - Garland continues to research, develop, and manufacture well the majority of the materials we sell, as measured by sales volume, with all aspects of product development and quality control under the direct daily supervision of Garland employees.

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- **TRAINING** - Every individual field representative of The Garland Company, Inc. is a dedicated full-time employee who has received a minimum of 200 hours of industry-specific classroom and field training within his or her first year of employment, and a minimum of 24 hours of continuing education every year thereafter.
- **VALUE-DRIVEN** - To demonstrate our commitment to achieving the lowest possible total cost — not only within this Master Agreement, but for each individual Agency project — we will give Cobb County and every Participating Public Agency the opportunity to reduce its installed costs even further, on a per project basis. Where agreeable to the individual Agency, Garland/DBS, LLC will use the pricing established in this Master Agreement as a Guaranteed Maximum Price, then use that price as a base line against which bids by pre-approved locally based Garland contractors will be evaluated. If the pricing based upon the installed line item pricing in this Master Agreement is lower than all bids, that price will stand firm in the formal proposal document. But where a locally based contractor — due to market conditions, mobilization considerations, or general economic circumstances — is able to install the job at a lower total cost, the Agency will benefit from that cost reduction, which will be clearly labeled as such on the final proposal. This customer-directed process integrates all of the customer's performance, quality, budget, and scheduling requirements into a seamless project delivery that is as cost- and time-effective as we can make it. The burdensome paperwork associated with the bid process will be our sole responsibility with all meetings conducted in coordination with the Agency's locally based Garland representative and the Design-Build Solutions, Inc. Project Manager.
- **ACCOUNTABILITY** - In the last 35 years alone, Garland materials have weatherproofed the roofs of over 200,000 facilities across North America and the United Kingdom, with warranty expenses representing less than one percent of sales and 100 percent funded through our financial strength.
- **GREEN** - We were among the first in the roofing industry to commit to green technologies, investing in vegetative roofing capabilities as far back as 1991. We continue that commitment today with an ever-growing offering of ENERGY STAR®¹ qualified,

¹ENERGY STAR® is a registered trademark of the U.S. government. The ENERGY STAR Program represents a voluntary partnership between businesses and organizations and the federal government to promote energy efficiency and environmental activities.

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CRRC², LEED³ point contributing, and otherwise independently assessed "green" materials that provide one or more of the following ecologically responsible benefits:

- o Recyclability
- o Incorporation of post-consumer or post-industrial waste
- o Reduction or elimination of VOC's (volatile organic compounds) or other components that have been deemed potentially harmful to people or the environment
- o Conservation or preservation of natural resources
- o Generation of renewable energy

In 2008, Garland launched Garland Energy Systems, Inc., a wholly owned subsidiary dedicated to making alternative energy solutions as easy to purchase, install, and maintain as utility energy.

- **MARKETING** - With a full-service advertising agency in house, Garland is able to respond rapidly to today's volatile marketplace with a full range of sales support and marketing tools, in a variety of media, to focus our sales efforts on ever-changing customer and market needs, codes, values, and requirements — in a timely, creative, and effective manner.

We look forward to providing Cobb County and all U.S. Communities customers with seamless and accountable single-source delivery of roofing supplies and related products and services, backed by long-term material warranties from a financially stable organization with over 114 years of field-proven performance.

²COOL ROOF RATING COUNCIL (CRRC®) is a non-profit educational organization that develops accurate and credible methods for evaluating and labeling solar reflectance and thermal emittance of roofing products. The CRRC mark is a registered trademark of the Cool Roof Rating Council.

³LEED® Buildings performance refers to the Leadership in Energy and Environmental Design® (LEED) Green Building Rating System®, which is a voluntary, consensus-building national standard that was initiated by the U.S. Green Building Council (USGBC) for developing high-performance sustainable buildings. LEED®, Leadership in Energy and Environmental Design®, and Green Building Rating System® are registered trademarks of The U.S. Green Building Council.

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As requested, we have marked as PROPRIETARY those pages that have been deemed proprietary by our legal counsel, with the explicit request that U.S. Communities, Cobb County, and the other Participating Public Agencies treat the information contained in them as confidential. These pages include all Pricing, References, Financials, Personnel Identities, Processes, and Intellectual Property Descriptions. Thank you for respecting our confidentiality in regards to this information.

PROPRIETARY

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1. MASTER AGREEMENT

Garland/DBS, LLC hereby confirms that all products offered under this contract will be new, unused, and of the latest design and technology.

1.1 Term of Master Agreement

We understand that the Master Agreement awarded as a result of bids submitted under this Invitation to Bid shall extend from the date of award for a period of thirty six (36) full months.

1.2 Pricing

The prices submitted in this proposal shall remain fixed for the first twelve (12) months of the Master Agreement term.

We understand that reasonable price changes based on market conditions and price/cost analysis may be made after the initial twelve (12) months, and agree to supply all documentation required by Cobb County as defined in Section 1.2 of this Master Agreement.

We understand that the County reserves the right to cancel the contract if the price increase request is not approved.

We further understand that all price reductions at the manufacturers' or distributors' level shall be reflected in a reduction of the contract price(s) to Cobb County retroactive to the effective date of the price reduction(s).

1.3 Option to Extend the Term of the Master Agreement

We understand that the Master Agreement is renewable, at the option of Cobb County Government, and upon written agreement by the vendor, and that the total duration of this contract, including the exercise of any options, shall not exceed five (5) years (initial thirty six (36) month period) and two (2) additional twelve (12) month extension periods.

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2. OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

Garland/DBS, LLC understands these objectives and agrees to work with U.S. Communities, Cobb County, and other members of U.S. Communities to achieve them in compliance with the terms and conditions of this Master Agreement.

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3. GENERAL DEFINITION OF PRODUCTS AND SERVICES

As the proposed supplier of the broadest possible selection of roofing systems, products, and related services commercially available,

3.1 Roofing Systems and Products

Through Garland/DBS, LLC, The Garland Company, Inc. is making our entire product line available via this Master Agreement. We are a nationally recognized technology leader in the high-performance roofing market and have been meeting or exceeding customer expectations of quality for over 114 years.

Products in Master Agreement

As part of this Master Agreement, Garland/DBS, LLC will be providing all products specified in the pricing document (see Addendum One), as summarized below:

- Three-Ply and Four-Ply Modified and Built-Up Roofing (BUR) Systems
 - Coal Tar and Modified Coal Tar BUR's – Hot-Applied and Cold-Applied
 - Modified Asphalt Cap Sheets with Smooth and Mineral Surfacing
 - Torch-Applied Modified Roofing Systems with Smooth and Mineral Surfacing
 - Self-Adhering Modified Roofing Systems with Mineral Surfacing
 - Associated Plies to Include Flashings
 - Metal Trim and Accessories
- Metal Systems
 - Low-Slope and Steep-Slope Standing Seam Roofing
 - Low-Slope Flat Seam Roofing
 - Concealed-Fastener and Exposed-Fastener Wall Panel Systems
 - Metal Trim and Accessories

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- Asphalt-Based, Coal-Tar-Based, and Urethane-Based Restoration Coating Systems
- Underlayments for Steep-Slope Shingle/Slate/Tile Roofing Systems
- Reflective Coatings
- Environmentally Friendly Alternative Products
- Damp Proofing and Waterproofing Coatings and Sealants for Horizontal and Vertical Surfaces

Additional Products from Our Price List

In addition to the categories of products requested in Addendum One, we will be offering all other materials available in our **Manufacturer's Price Lists**, as summarized below:

- Alternative High-Performance Modified and Built-Up Roofing (BUR) Systems, including:
 - Three-Ply and Four-Ply Asphalt and Modified Asphalt Applied BUR's - Hot-Applied and Cold-Applied
 - Modified Membranes With 700 Pound Tensile, in Smooth and Mineral Surfacing
 - Modified EUV Membrane with 700 Pound Tensile, with Highly Reflective Proprietary Mineral Surfacing
 - Torch-Grade Modified Membrane with 300 Pound Tensile, with Regular Mineral Or Highly Reflective Proprietary Mineral Surfacing
 - Proprietary Modified Coal Tar Cap Sheets Incorporating 65 Percent Post-Industrial (Pre-Consumer) Recycled Content, in Smooth and Mineral Surfacing
 - Premanufactured Two-Ply Modified Systems, in Smooth and Mineral Surfacing, Combining Base and Cap Sheets of Various Tensiles and Thicknesses for High-Performance with Reduced Labor Requirements
 - Wide Range of Asphalt and Coal Tar Ply Sheets
- Additional Metal Components, including:
 - Prefabricated Edges, Copings, Wall Flashings, and Other Metal Trim And Accessories

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- Soffit Panels
- Snow Retention Systems
- Additional Environmentally Responsible Materials, Including:
 - Intensive and Extensive Vegetative Roof Systems
 - A Product Line of 100 Percent Solids Polyether Adhesives and Sealants
 - A Kynar Aquatec⁴-Based High-Performance Coating for Modified, Metal, and Single-Ply Roofing with a 10-Year Warranty for Color Retention and Reflectivity
 - A Highly Reflective "Sun Protection Factor" Membrane Designed to Meet California's Title 24
 - A Product Line of Eco-Friendly, Water-Based Coating and Adhesive Alternatives Designed to Meet California's South Coast Air Quality Management District
 - A Product Line of Water-Based Emulsion Coatings for Asphalt and Coal Tar Roofs
 - A Zero-Solvent VOC-Free Insulation Adhesive Alternative
 - Low-VOC Alternatives to All Our Standard Adhesive, Mastic, Coating, And Sealant Technologies
 - A Polyurea-Based White Gravel Adhesive that Goes Down With White Gravel to Make Any Gravel Roof ENERGY STAR⁵ Qualified
 - A Low-VOC, Highly Reflective, Rust-Inhibitive Coating System For Metals
 - The Seamless Integration of Rooftop and Freestanding Thin Film and Polycrystalline Solar Solutions through Our Sister Company, Garland Energy Systems, Inc.

⁴Kynar Aquatec® is a water-based, fluoropolymer-acrylic resin, and is a registered trademark of Arkema Inc.

⁵ENERGY STAR® is a registered trademark of the U.S. government. The ENERGY STAR Program represents a voluntary partnership between businesses and organizations and the federal government to promote energy efficiency and environmental activities.

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- A Comprehensive Line of Preventive Maintenance Products and Accessories
- A Silicone-Based Damp Proofing Coating For Masonry
- A Family of Urethane Coating Systems For Waterproofing Concrete Roof Decks, Walking Decks, Parking Decks, and Mechanical Room Floors

3.2 Services

Design-Build Solutions, Inc. has been providing customers with turnkey solutions to meet a full range of roofing requirements since 1996. Through Garland/DBS, LLC, our roof installation capabilities extend to new construction, retrofit, renovation, and reroofing for Single-Ply Roofing; Modified and Built-Up Roofing (BUR); Standing Seam Low- and Steep-Slope Metal Roofing; Flat Seam Low-Slope Metal Roofing; Slate, Concrete Tile, Asphalt Shingle and Clay Tile Roofing, as well as repair and maintenance for all these categories of roofing.

Services in Master Agreement

As part of this Master Agreement, Garland/DBS, LLC will be providing all services specified in the pricing document (see Addendum One), as summarized below:

- Architectural Design Professional Services
- Certified Job Specific Specifications
- Certified Shop Drawings for Proper Instructions to Perform Roof Installation by an engineer Licensed in the Appropriate State
- Certified Wind Uplift Calculations by an Engineer
- Engineering Structural Evaluations to Determine Reroofing Suitability
- Infrared Scans for Roof Top Evaluation of Existing Buildings
- Nuclear Scans for Roof Top Evaluation of Existing Buildings
- Roof Asset Management Plan for Roof Top Evaluation of Existing Buildings
- Shop Drawings for Proper Instructions to Perform Roof Installation.

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Additional Services

In addition to general installation of all Garland materials and the categories of services requested in Addendum One, Garland/DBS, LLC and our sister company Garland Energy Systems, Inc. will make available to Cobb County and all U.S. Communities Participating Public Agencies our entire menu of services for the total building envelope, as summarized below:

- Brick/Stone/Block Tuck Pointing, Removing-and-Resetting, and Replacement
- Caulking and Waterproofing
- Coping Restoration/Replacement
- Damp Proofing
- Emergency and disaster reconstruction and repair
- Exterior Building Electrical Modification/Relocation/Replacement
- Exterior Building Plumbing and Drainage
- HVAC Modifications/Replacement
- Lightning-Protection, including Installation/Reinstallation Certification/Recertification
- Masonry Wall/Facade Restoration
- Metal Trim Reinstallation/Replacement
- Other Building Envelope Trades
- Parapet Wall Restoration/Replacement
- Parking Lot Installation/Repair, including Solar-Paneled Canopies for Energy-Cost Reduction and Lot Striping
- Preventive maintenance programs, including 24-hour leak response
- Site Security/Perimeter Fencing
- Skylight Modification and Replacement

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- Sustainability upgrades, including vegetative, solar, and ENERGY STAR^{®6} qualified or LEED^{®7} point contributing building enhancements
- Window/Door Replacement and Window Glazing

Cross-Reference to Turnkey Service History

Our track record for performing roofing installations and a full range of other services for the seamless delivery of turnkey projects for the total building envelope can be found elsewhere in this Master Agreement, most notably where cross-referenced below:

Description	Relevant Section
Experience in providing and installing:	See Section 7, Section 8, Section 9, Appendix C, and Appendix D
• Single-Ply Roofing	" "
• Modified and Built-Up Roofing (BUR)	" "
• Standing Seam Low- and Steep-Slope Metal Roofing	" "
• Flat Seam Low-Slope Metal Roofing	" "
• Slate, Concrete Tile, Asphalt Shingle, and Clay Tile Roofing	" "
• Restorations	" "
• Preventive Maintenance	" "
Financial stability	See Section 11
References	See Section 10, Appendix C, Appendix D
Bonding	See Section 12
Materials	See Section 8
Equipment	See Section 8
Labor	See Section 8

⁶ ENERGY STAR[®] is a registered trademark of the U.S. government. The ENERGY STAR Program represents a voluntary partnership between businesses and government and the federal government to promote energy efficiency and environmental activities.

⁷ LEED[®] Buildings and Leadership in Energy and Environmental Design[®] are trademarks of the U.S. Green Building Council. The Leadership in Energy and Environmental Design (LEED) Green Building Rating System is a voluntary, consensus-building national standard that was initiated by the U.S. Green Building Council (USGBC) for developing high-performance sustainable buildings.

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3.3 Summary

A Master Agreement with Garland/DBS, LLC will ensure that Cobb County and other Participating Public Agencies can purchase roofing products separately, roofing installation services separately, or any combination of products and services together — while paying only for the products and/or services they need. This customer-directed process integrates all of the customer's performance, quality, budget, and scheduling requirements into a seamless delivery process.

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4. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

We understand that this Master Agreement will apply not only to Cobb County, the Lead Public Agency, but also to all Participating Public Agencies.

NATIONAL SPONSORS

U.S. Communities is jointly sponsored by the National Institute of Governmental Purchasing (NIGP), the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO) and the United States Conference of Mayors (USCM) (herein "National Sponsors").

ADVISORY BOARD

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States. Each Advisory Board Member is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

CURRENT U.S. COMMUNITIES ADVISORY BOARD MEMBERS

City of Charlotte/Mecklenburg, NC	Hillsborough Schools, FL
City of Los Angeles, CA	City of Houston, TX
Cobb County, GA	Los Angeles County, CA
Dallas County, TX	Maricopa County, AZ
Davis Joint Unified Schools, CA	Miami-Dade County/Public Health Trust, FL
City and County of Denver, CO	City of San Antonio, TX
Emory University	San Diego Unified School District, CA
Fairfax County, VA	City of Seattle, WA
Harford County Public Schools, MD	North Carolina State University, NC
Hennepin County, MN	Great Valley School District, PA

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PARTICIPATING PUBLIC AGENCIES

Today more than 36,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.3 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

We understand and accept that it is the Supplier's responsibility to communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Cobb County, Georgia is acting as "Contracting Agent" for the Participating Public Agencies and shall not be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

We understand and accept that Cobb County, Georgia shall not be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as Appendix A.

We understand and accept that under the terms of the Master Intergovernmental Cooperative Purchasing Agreement, as defined in the attached Appendix A, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

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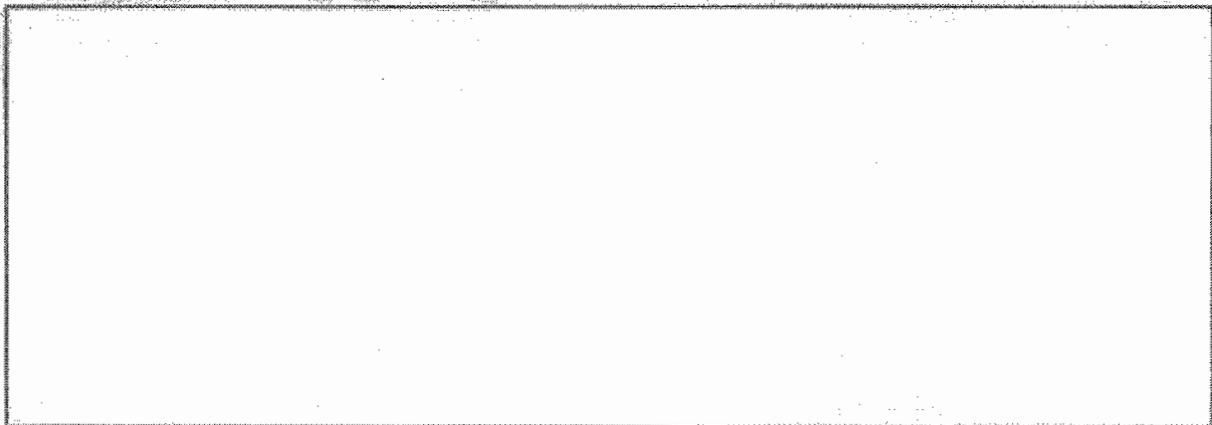
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ESTIMATED VOLUME

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$150 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Cobb County, Georgia and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2009 is estimated to purchase more than \$125 Million Dollars of products and services from existing U.S. Communities contracts.

If Garland were to convert all of our current material-only non-federal public and non-profit customers to U.S. Communities, we would be able to exceed U.S. Communities stated contract goal immediately — without the addition of any new contacts or potential customers from the U.S. Communities membership. Our proven track record for material sales in the non-federal public market translates into a significant combined material-and-services potential for U.S. Communities, as summarized in the chart that follows:



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MARKETING SUPPORT

U.S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities
- Suppliers to Participating Public Agencies through public agency meetings, direct mail, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

We welcome the assistance of U.S. Communities in training our U.S. sales force and developing or implementing marketing and sales management tools to effectively increase sales of roofing supplies and related products and services, via this Master Agreement. We will also commit our own considerable training, marketing, sales, and promotional resources towards:

- **Making this contract successful for Cobb County and all Participating Public Agencies**
- **Expanding awareness of the benefits of U.S. Communities membership to our existing and potential county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), and other government agency and nonprofit organization customers**

MULTIPLE AWARDS

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

We are confident that Garland/DBS, LLC can fulfill all current and future requirements of U.S. Communities Participating Public Agencies, but understand and accept the possibility that Cobb County and U.S. Communities may choose to award multiple suppliers for roofing supplies and related products and services.

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EVALUATION OF BIDS

Bids will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. U.S. Communities Advisory Board members or other public agencies will assist the Lead Public Agency in evaluating bids. The Supplier(s) that respond(s) affirmatively, meets the minimum qualifications and offers the lowest priced bid will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

We understand and accept the process for evaluating our bid and will abide by the decision of Cobb County and U.S. Communities.

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5. SUPPLIERS

COMMITMENTS

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier. The successful foundation of the relationship requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate.** Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(i) The pricing, terms and conditions of the Master Agreement shall be Supplier's primary offering to Public Agencies.

(ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.

(iii) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(iv) Supplier shall provide a national/senior management account representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet Web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such Web page.

(v) Supplier shall demonstrate in its request for proposal ("RFP") or invitation to bid ("ITB") response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.

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(vi) Supplier's field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier's options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier's sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.

(vii) In states where Supplier has an existing state contract or cooperative contract, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

As specifically detailed in the various qualification questions that follow, Garland/DBS, LLC understands and accepts the corporate responsibilities defined in this Master Agreement.

(b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

(i) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall be required to match that lower pricing for customers under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases under the U.S. Communities contract going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices:

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(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(ii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iii) Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts rather than issue their own RFPs and ITBs, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the RFP or ITB. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

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(D) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement.

(E) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

As specifically detailed in the various qualification questions that follow, Garland/DBS, LLC understands and accepts the pricing responsibilities defined in this Master Agreement.

(c) **Economy.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

As specifically detailed in the various qualification questions that follow, Garland/DBS, LLC understands and accepts our responsibility to continually demonstrate to Cobb County and all Participating Public Agencies under this Master Agreement our ability to reduce the costs and time associated with alternative methods of public procurement.

(d) **Sales.** Supplier shall market the Master Agreement through Supplier's U.S. sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's U.S. sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's goods and services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that

- (i) the Master Agreement was competitively solicited by the Lead Public Agency,
- (ii) the Master Agreement provides the best government pricing,
- (iii) there is no cost to Participating Public Agencies, and
- (iv) the Master Agreement is a non-exclusive contract.

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(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) **U.S. Sales Force Training.** Supplier shall be responsible for the training of its national U.S. sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) **Participating Public Agency Access.** Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet Web- based homepage containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original request for proposal or invitation to bid;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of products and pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for enquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format:
uscommunities@(name of supplier).com.

- (v) **Electronic Registration.** Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) **Supplier's Performance Review.** Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

As specifically detailed in the various qualification questions that follow, we understand and accept the Supplier responsibilities in regards to selling, monitoring, marketing, and promoting the use of this Master Agreement.

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U.S. COMMUNITIES ADMINISTRATION AGREEMENT

The Supplier is required to execute the U.S. Communities Administration Agreement (attached hereto as Appendix B) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The executed U.S. Communities Administration Agreement is required to be submitted with the supplier's bid response without exception or alteration. Failure to do so will result in disqualification.

We have completed and included the ADMINISTRATION AGREEMENT (Appendix B) with this detailed proposal in response to Invitation For Bid #09-5408.

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Note Regarding Supplier Qualification Worksheet

Garland/DBS, LLC is pleased to inform Cobb County and all U.S. Communities Participating Public Agencies that Garland and DBS collectively achieved over \$182 million in sales in 2008.

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The executed U.S. Communities Administration Agreement is required to be submitted with the supplier's bid response without exception or alteration. Failure to do so will result in disqualification.

SUPPLIER QUALIFICATION WORKSHEET

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your company to Participating Public Agencies nationally.
YES X NO ___
- B. Does Supplier have the ability to provide service to any Participating Public Agencies in over 35 states?
YES X NO ___
- C. Does Supplier have a national sales force or dealer network with the ability to call on Participating Public Agencies in Over 35 states?
YES X NO ___
- D. Did Supplier have sales greater than \$50 million last year?
YES X NO ___
- E. Does Supplier have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?
YES X NO ___
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities contract?
YES X NO ___
- G. Does Supplier agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES X NO ___
- H. Does Supplier maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES X NO ___
- I. Will Supplier commit to the following program implementation schedule?
YES X NO ___
- J. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?
YES X NO ___



New Supplier Implementation Checklist

1. **First Conference Call** – We are prepared to review expectations, outline a kickoff plan, and establish a WebEx training date within one week of award receipt, and have identified the following U.S. Communities Contract Team Members to attend this initial conference meeting:

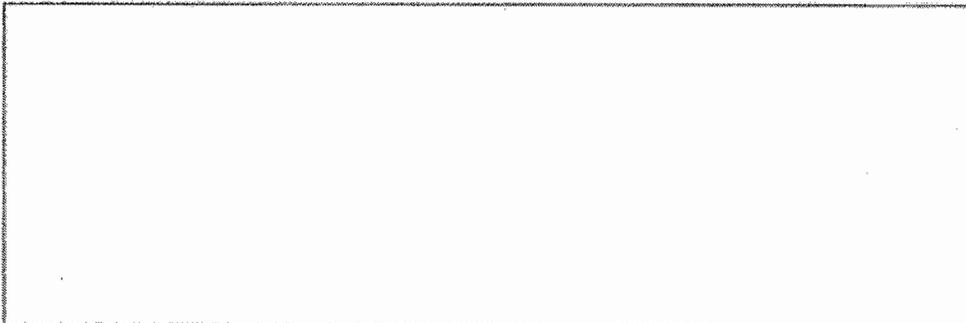
2. **Administrative Agreement Signed** – We are prepared to sign a final administrative agreement in week one.

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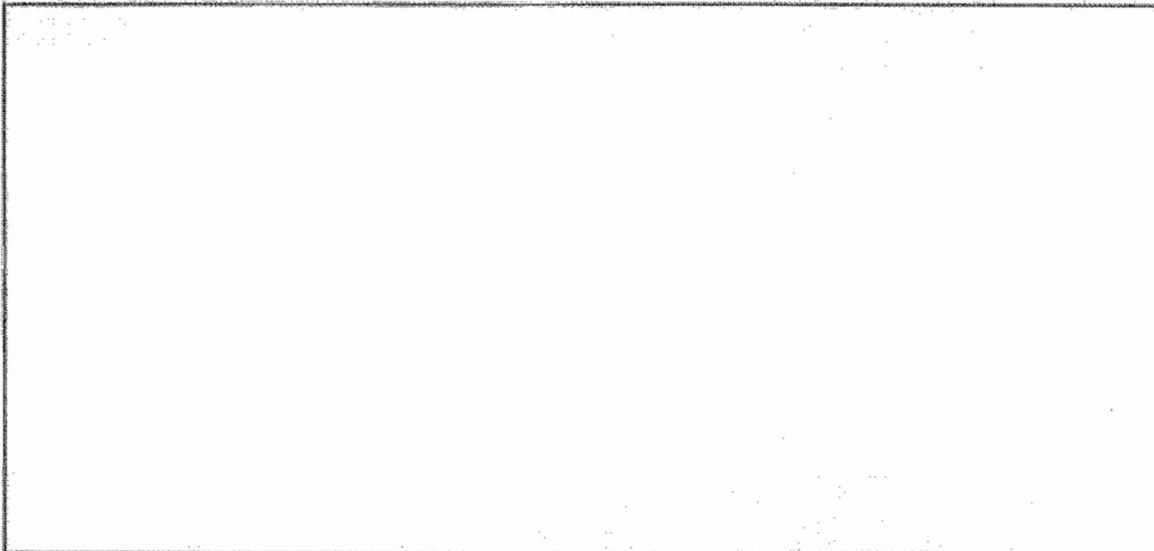


3. **Supplier Login Established** – We are prepared to complete the U.S. Communities templates and initiation forms related to establishing a user account and I.D. in week one.
4. **Initial Sr. Management Meeting** – We are prepared, in week two, to review all commitments in relation to the implementation of the Master Agreement, including the role of our National Account Manager and staff in kicking off the sales process, introducing the program to our U.S. sales force, and managing the monitoring and reporting process to ensure compliance with all aspects of the Master Agreement. Our proposed communication plan for introducing the program to field sales is included in **Section 10 of this proposal.**
5. **Initial NAM and Staff Training Meetings** – We are prepared, in week two, to discuss expectations, roles, and responsibilities in regards to the implementation of the Master Agreement, and have **submitted in Section 10 of this proposal** our initial designs for a formal sales and marketing roll-out, including Web-based tools, and our proposed Marketing Plan/ Customer Communication strategy.
6. **Review Top 10 Local Government Contracts** – We have identified the top 10 metropolitan statistical areas by population for the U.S. as...
 - New York Metropolitan Area
 - Greater Los Angeles
 - Chicago Metropolitan Area
 - Metroplex Dallas-Fort Worth
 - Delaware Valley
 - Greater Houston
 - South Florida/Gold Coast
 - Metro Atlanta
 - National Capital Area
 - Greater Boston



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Our U.S. Communities National Account Manager is prepared to work with U.S. Communities, in week two, to identify existing top sales areas for U.S. Communities, identify primary target areas for U.S. Communities, and identify strategies for aligning our sales efforts with U.S. Communities objectives.

In addition to promoting the U.S. Communities contract with our many existing customers (see Section Four, Estimated Volume chart) that fall within your membership categories, Garland/DBS, LLC will use our Reed Construction Data subscription, which targets many of the markets represented by U.S. Communities members, to provide our representatives in the field with quality project leads to increase your membership and our sales. Reed has been providing accurate, up-to-date information on commercial and civil construction projects for decades. We are currently investing over \$50,000 annually in providing project leads in two markets critical to U.S. Communities: education and government. We have access to all of the new and updated projects in the planning stage for these markets, and will be encouraging our sales force to promote the benefits of the U.S. Communities contract as they open doors and build new relationships, using the Reed data, which documents project development through the design phase.

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Our Preliminary Sales Training and Roll-Out associated with the Top 10 areas looks like this:

Week 1: NAM to brief regional managers and educate sales reps in the Top 10 markets

Week 2: WebEX training for all sales force (including Top 10 market reps) coordinated with U.S. Communities management and NAM

Week 4: Launch roll-out to Top 10 markets, per plan summarized in Section 10

7. **Program Contact Requirements** – We have already identified Supplier contacts as per the table above, and are prepared, in week two, to provide U.S. Communities with a dedicated e-mail, a dedicated toll-free number, and a dedicated fax number for Participating Public Agencies to communicate with our U.S. Communities Team.
8. **Web Development** – We have already begun the process of designing a look for all U.S. Communities communications (see **Section 10 of this proposal**), and have assigned Jennifer Cea as the IT liaison to U.S. Communities for developing the Web site by week three.
9. **Sales Training and Roll-Out** – We are prepared to coordinate Regional Manager briefings with our U.S. Communities National Account Manager in week one, and to initiate WebEx training for all sales within two weeks of award receipt. We are prepared to implement an initial roll-out to the top ten metro areas and the initiation of contacts with the Advisory Board members in week four. We will also be prepared with a plan for rolling out the contract to the remaining U.S. sales force at that time. Our detailed proposal for accomplishing these goals can be found in **Section 10 of this proposal**.
10. **Marketing** – We are prepared to release a general announcement, a supplier Contact List, program branding, a usage handbook, and an announcement to all Advisory Board members and Sponsors in week one. Our initial ideas for implementing this marketing can be found in **Section 10 of this proposal**.
11. **Green Initiatives** – We have identified the full scope of our green commitment, including information regarding Green Reporting, in **Sections 7.3 and Section 14 (Products, 5.) of this proposal**, including information on green certifications and products and identification of our green expert. We are prepared to upload the required information to the U.S. Communities Web site within four weeks and to submit a complete marketing package for U.S. Communities, including images, articles and best practices, workshop materials, tradeshow materials, and information on third party vendors within six weeks.

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6. BIDDER QUALIFICATIONS FOR U.S. COMMUNITIES NATIONAL CONTRACT

In addition to the supplier commitments listed above, suppliers are required to meet specific qualifications. Respond to each qualification statement below:

6.1 Pricing

State if pricing for all Products offered will be the most competitive pricing offered by your company to Participating Public Agencies nationwide.

Yes. We have read and understood the Pricing guidelines found in Section 5, Suppliers, (b) of this Master Agreement, and affirm that the Pricing provided in Addendum No. 2 constitutes the lowest pricing available to any customer of Garland/DBS, LLC. The Garland Company, Inc. as the holder of a General Services Administration (GSA) contract for our federal customers, is not permitted to offer any customer pricing more favorable than our GSA pricing, due to federal government requirements. The pricing we are offering Cobb County and the other U.S. Communities Participating Public Agencies is identical to that offered our GSA customers, and is based on our commercial price list discounted by one percent.

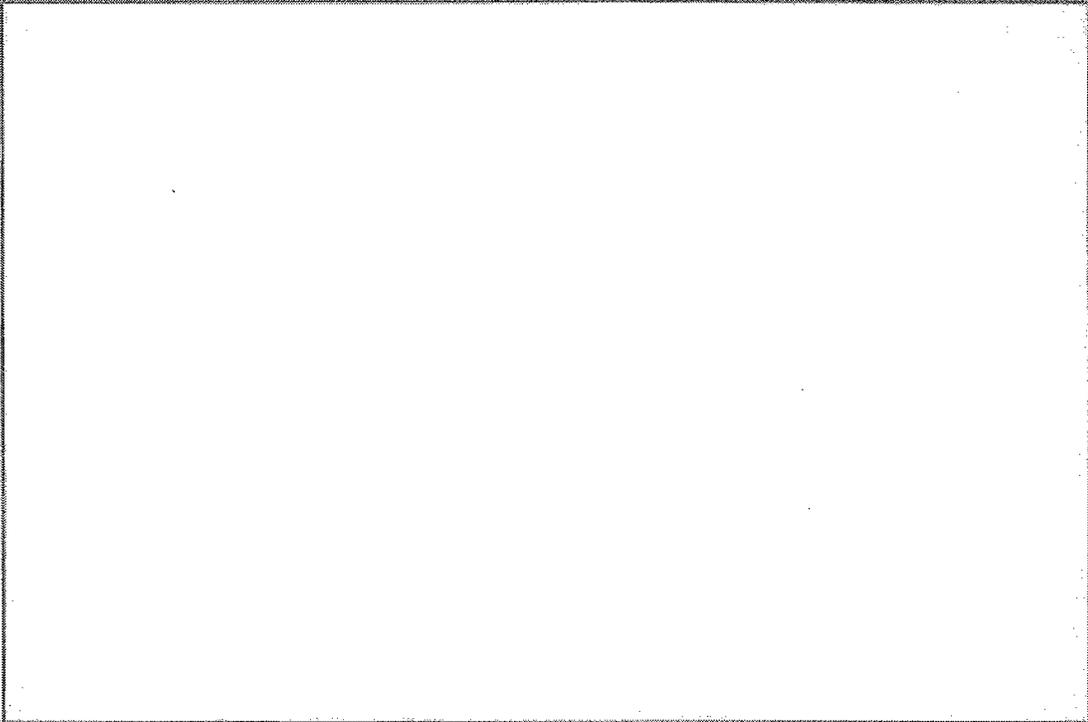
6.2 Size of U.S. Sales Force

Does your company have a national U.S. sales force or dealer network with the ability to call on Participating Public Agencies in over 35 states?

Yes. The combined dedicated sales representation for The Garland Company, Inc. and Design-Build Solutions, Inc. is 177 in 42 states; Garland Regional Sales Managers would assume representation for the eight remaining states, as summarized below:

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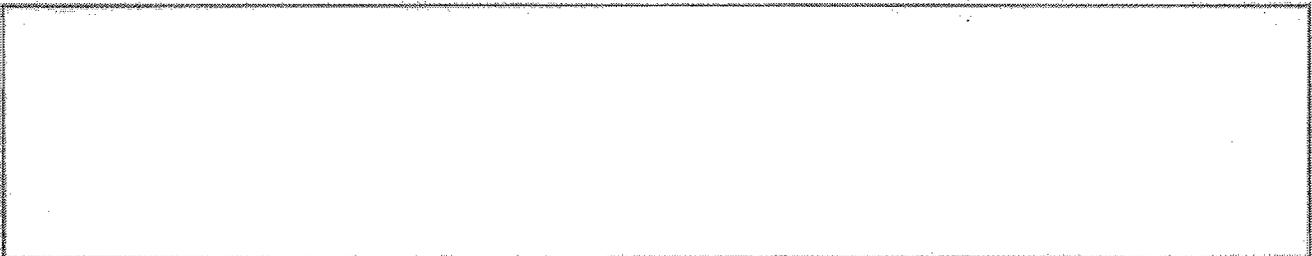
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All representatives, upon reaching ESOP tenure, are employee-owners who share in the company's financial success, and, by extension, the success of our family of satisfied customers. Direct sales is our only method of distribution, so Cobb County and all Participating Public Agencies can be certain that their locally based representative is intimately familiar with our products, systems, and services and dedicated to ensuring a successful performance outcome for every project, no matter how large or how small.

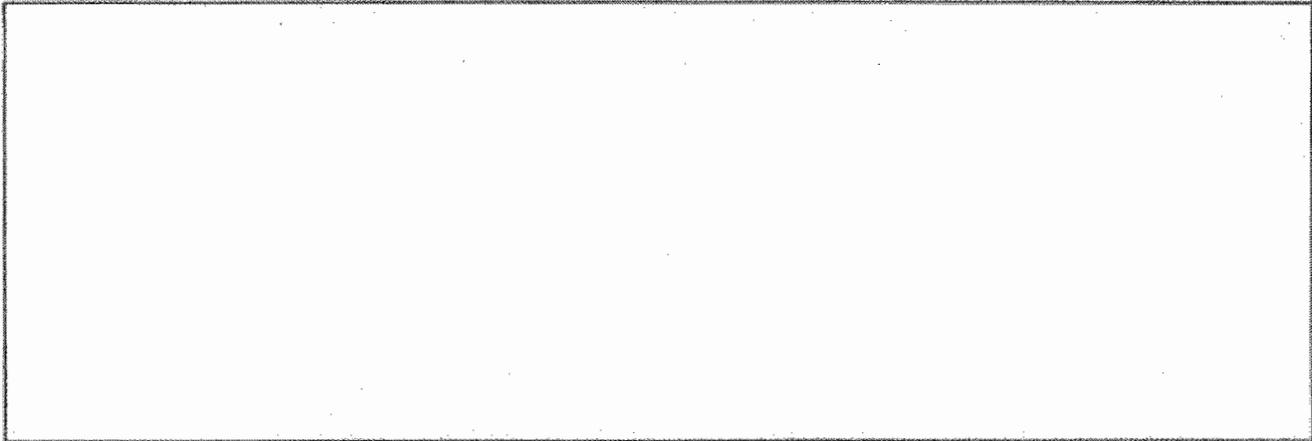
6.3 Dedicated NAM

Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities National Contract?



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6.4 Lead Public Offering

Will the program be your lead public offering to Participating Public Agencies?

Yes.

We will enter into this contract with our 100 percent commitment to fulfilling its conditions. We will educate and train our U.S. sales force about the contract's advantages to existing and potential county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), and other government agency and nonprofit organization customers. Our intent is to encourage both existing Participating Public Agencies, and other eligible organizations that are not yet members of U.S. Communities, to take advantage of this contract's ability to reduce costs, save time, and add value for facility managers and the procurement administrators accountable for the spending of public and nonprofit dollars on roofing supplies and related products and services.

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7. SUPPLIER INFORMATION

7.1 Bidder Requirements

Bidders are required to provide the following information:

7.2 Scope/Keeping Current/Innovation and Green

Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, green products, standards and technology for Roofing and Related Products and Services are available.

Broadening the Scope of the Contract

As summarized in Section 3 of this Master Agreement, there are a number of products and services available through Garland/DBS, LLC and its various sister companies that we would like to make available to Cobb County and the other U.S. Communities Participating Public Agencies.

Broadening the Scope with Products

In addition to the categories of products requested in Addendum One, we will be offering all other materials available in our **Manufacturer's Price Lists**, as summarized below:

- Alternative High-Performance Modified and Built-Up Roofing (BUR) Systems, including:
 - Three-Ply and Four-Ply Asphalt and Modified Asphalt Applied BUR's - Hot-Applied and Cold-Applied
 - Modified Membranes With 700 Pound Tensile, in Smooth and Mineral Surfacing
 - Modified EUV Membrane with 700 Pound Tensile, with Highly Reflective Proprietary Mineral Surfacing
 - Torch-Grade Modified Membrane with 300 Pound Tensile, with Regular Mineral Or Highly Reflective Proprietary Mineral Surfacing
 - Proprietary Modified Coal Tar Cap Sheets Incorporating 65 Percent Post-Industrial (Pre-Consumer) Recycled Content, in Smooth and Mineral Surfacing

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- Premanufactured Two-Ply Modified Systems, in Smooth and Mineral Surfacing, Combining Base and Cap Sheets of Various Tensiles and Thicknesses for High-Performance with Reduced Labor Requirements
- Wide Range of Asphalt and Coal Tar Ply Sheets
- Additional Metal Components, Including:
 - Prefabricated Edges, Copings, Wall Flashings, and Other Metal Trim And Accessories
 - Soffit Panels
 - Snow Retention Systems
- Additional Environmentally Responsible Materials, Including:
 - Intensive and Extensive Vegetative Roof Systems
 - A Product Line of 100 Percent Solids Polyether Adhesives and Sealants
 - A Kynar Aquatec[®]-Based High-Performance Coating for Modified, Metal, and Single-Ply Roofing with a 10-Year Warranty for Color Retention and Reflectivity
 - A Highly Reflective "Sun Protection Factor" Membrane Designed to Meet California's Title 24
 - A Product Line of Eco-Friendly, Water-Based Coating and Adhesive Alternatives Designed to Meet California's South Coast Air Quality Management District
 - A Product Line of Water-Based Emulsion Coatings for Asphalt and Coal Tar Roofs
 - A Zero-Solvent VOC-Free Insulation Adhesive Alternative
 - Low-VOC Alternatives to All Our Standard Adhesive, Mastic, Coating, And Sealant Technologies

[®]Kynar Aquatec[®] is a water-based, fluoropolymer-acrylic resin, and is a registered trademark of Arkema Inc.

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- A Polyurea-Based White Gravel Adhesive that Goes Down With White Gravel to Make Any Gravel Roof ENERGY STAR® Qualified
- A Low-VOC, Highly Reflective, Rust-Inhibitive Coating System For Metals
- The Seamless Integration of Rooftop and Freestanding Thin Film and Polycrystalline Solar Solutions through Our Sister Company, Garland Energy Systems, Inc.
- A Comprehensive Line of Preventive Maintenance Products and Accessories
- A Silicone-Based Damp Proofing Coating For Masonry
- A Family of Urethane Coating Systems For Waterproofing Concrete Roof Decks, Walking Decks, Parking Decks, and Mechanical Room Floors

Broadening the Scope with Services

In addition to general installation of all Garland materials and the categories of services requested in Addendum One, Garland/DBS, LLC and our sister company Garland Energy Systems, Inc. will make available to Cobb County and all U.S. Communities Participating Public Agencies our entire menu of services for the total building envelope, as summarized below:

- Brick/Stone/Block Tuck Pointing, Removing-and-Resetting, and Replacement
- Caulking and Waterproofing
- Certified Job Specific Specifications
- Certified Shop Drawings for Proper Instructions to Perform Roof Installation by an Engineer Licensed in the Appropriate State
- Certified Wind Uplift Calculations by an Engineer
- Coping Restoration/Replacement

®ENERGY STAR® is a registered trademark of the U.S. government. The ENERGY STAR Program represents a voluntary partnership between businesses and organizations and the federal government to promote energy efficiency and environmental activities.

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- Damp Proofing
- Emergency and disaster reconstruction and repair
- Engineering Structural Evaluations to Determine Reroofing Suitability
- Exterior Building Electrical Modification/Relocation/Replacement
- Exterior Building Plumbing and Drainage
- HVAC Modifications/Replacement
- Infrared Scans for Roof Top Evaluation of Existing Buildings
- Lightning-Protection, including Installation/Reinstallation Certification/Recertification
- Masonry Wall/Facade Restoration
- Metal Trim Reinstallation/Replacement
- Other Building Envelope Trades
- Parapet Wall Restoration/Replacement
- Parking Lot Installation/Repair, including Solar-Paneled Canopies for Energy-Cost Reduction and Lot Striping
- Preventive maintenance programs, including 24-hour leak response
- Site Security/Perimeter Fencing
- Skylight Modification and Replacement
- Sustainability upgrades, including vegetative, solar, and ENERGY STAR^{®10} qualified or LEED^{®11} point contributing building enhancements
- Window/Door Replacement and Window Glazing

¹⁰ ENERGY STAR[®] is a registered trademark of the U.S. government. The ENERGY STAR Program represents a voluntary partnership between businesses and organizations and the federal government to promote energy efficiency and environmental activities.

¹¹ LEED[®] Buildings and Leadership in Energy and Environmental Design[®] are trademarks of the U.S. Green Building Council. The Leadership in Energy and Environmental Design (LEED) Green Building Rating System is a voluntary, consensus-building national standard that was initiated by the U.S. Green Building Council (USGBC) for developing high-performance sustainable buildings.

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More importantly, to add economic value to the Master Agreement for Cobb County and all U.S. Communities Participating Public Agencies, Garland/DBS, LLC will develop **Guaranteed Maximum Price** budgets based upon the line item pricing submitted in this Master Agreement, and will then assume responsibility for inviting multiple pre-approved local contractors to bid on requested turnkey roofing projects. The burdensome paperwork associated with the bid process will be the sole responsibility of Garland/DBS, LLC, with all meetings conducted in collaboration with each Agency's locally based Garland representative.

Our streamlined bid process will be completed as expeditiously as possible, relieving the Agency of the burdensome paperwork associated with competitive bidding while providing all of the pricing and scheduling benefits associated with its use. **This value-added proposition is being provided in the hope of consistently outperforming the installed pricing specified in this Master Agreement. Our intent is to be able to offer a one-time site-specific cost reduction, based upon the competitively solicited pricing, which will adjust our Guaranteed Maximum Price established under the Master Agreement to a lump-sum firm-fixed price that incorporates the site-specific conditions of the project and the local market labor rates.**

Of necessity, any nationwide contract is based on standardized line items intended to encompass a variety of different applications. In reality, roofing (unlike office supplies or furniture) is a complex system of multiple components, each of which ought to be chosen and installed to provide the best performance-to-cost ratio possible — an outcome that is almost always best achieved through a locally managed bid process. We believe so strongly in this proven process that we will offer it to every U.S. Communities Participating Public Agency, and intend to document our offering of this service to every U.S. Communities Agency purchasing Roofing Supplies and Related Products and Services — even should the Agency choose not to accept it for any reason. **Should the Participating Public Agency choose to use this recommended process, which is being offered to U.S. Communities without additional charge, Garland/DBS, LLC will assume the entire burden of management and paperwork.**

Keeping U.S. Communities Current with Our Newest Offerings

Based on our turn-around track record for uploading our latest product and service offerings into our GSA contract, we are confident that we will be able to ensure Cobb County and all Participating Public Agencies on-line access to newly introduced products and services **within two working days of their formal release to our U.S. sales force.**

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Innovation and Green

Since its founding in 1895, Garland Innovation has been customer-driven, in direct response to expressed customer needs and requirements, as channeled to our research and development team via the U.S. sales force. We are continually developing new product and service technologies with the customer in mind, and are a recognized industry leader in developing innovative roofing technologies. We hold several patents and have achieved a number of industry firsts through research and development innovations and selective acquisitions, as summarized below:

- 1917** Jacob Wise's patent for roofing compositions is approved by the U.S. Patent Office, launching Garland's history of innovation.
- 1919** Our product line is expanded to include paint, roofing, and flooring materials for industrial and agricultural use.

Garland purchases from the Sabin brothers the exclusive right to use and sell their patented devices for applying glazing compounds.
- 1930** The Garland product line of consumer house paints expands, with paints sold through a network of hardware stores.
- 1942** As part of war effort, Garland produces reclamation system for spray paint used to camouflage military vehicles.
- 1950** Agricultural portion of Garland business, manufacturing and distributing a product line of caulking, shading compounds, and putty for greenhouses, grows steadily.
- 1978** Milan Warford joins The Garland Company and begins research and development of a new modified bitumen roofing membrane.
- 1980** The Garland Company formally introduces StressPly®, the first high-performance modified bitumen roofing system manufactured in North America.
- 1988** The StressPly Plus membrane, with SBS plus SEBS polymers and a quad axial scrim is introduced.
- 1989** GMX is created as a wholly owned subsidiary, headquartered in Cleveland, Ohio, to offer high-performance waterproofing products to the residential market, and to provide metal and BUR restoration products to our industrial and commercial construction markets.
- 1991** The purchase of the R-Mer Lite® insulated steel roofing system adds a new product category, metals, to the Garland product line.

Garland purchases part-ownership in FAMOS of East Germany to begin expanding Garland product line into Europe

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- 1992** The Energizer® rubberized liquid membrane for roof restoration is introduced.
- 1993** StressPly E, with SBS/SIS polymers and a high-strength composite scrim, is introduced.
- 1994** The company becomes the first in the U.S. commercial roofing industry to achieve ISO 9002 certification.
- Garland launches Garland Engineering Services to provide assistance with the professional disciplines involved in roofing projects such as design load calculations, structural analysis, and building code compliance.
- 1995** The innovative R-Mer® Ply roof termination and flashing system is introduced.
- 1996** Garland introduces the industry's most comprehensive computer-based Roof Asset Management Program (RAMP®).
- Garland Contracting, Inc. (now DBS) is launched as a contracting arm for Garland customers.
- 1997** Garland introduces Black-Knight®/Black-Stallion® high-performance coal tar pitch waterproofer and roofing laminate.
- Garland obtains full ownership of Innovative Metals Corporation (IMETCO®), headquartered in Tucker, Georgia near Atlanta, adding to our capabilities high-quality manufacturing operations for structural and architectural standing seam metal systems.
- 1998** Garland ISO 9001 certification for research and development begins.
- Garland is issued a patent for exclusive Black-Knight/Black-Stallion technology.
- 1998** With the introduction of R-Mer Wall Panels, Garland expands its product offering to encompass the entire building envelope.
- 1999** Garland expands Weatherking® cold-adhesive product line to include polymerized, brush-grade flashing adhesive.
- 2000** Garland inaugurates "The Healy," a new, state-of-the-art production line for rolled-goods products, restructuring and expanding our warehouse around these new capabilities and increasing our total production, warehousing, research, and office space in Cleveland to over 100,000 square feet.
- Garland introduces Insul-Lock® insulation adhesive.
- A new business, V2 Composites® Reinforcements, is launched in Auburn, Alabama to ensure a continuous supply of scrims and for product and industry diversification.

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- 2001** Garland Company U.K., Ltd. is formed in Gloucester, England to expand Garland distribution in Europe.
- As Garland's general contracting business grows, a new wholly owned subsidiary is launched, Design-Build Solutions, Inc.®, headquartered in Cleveland, Ohio, giving customers an alternative construction delivery system.
- Garland introduces the R-Mer Edge product family to protect the roof's perimeter.
- 2002** StressPly EUV with Starburst® Mineral Surfacing receives Product of the Year Award, Silver; Editor's Choice Award; and Bronze Product of the Year Award from industry trade publications.
- Garland introduces SolarGrid™ photovoltaic roof panels.
- 2003** StressPly EUV with Starburst Mineral Surfacing receives NorTech Innovation Award.
- ISO 9001:2000 certification is achieved.
- 2004** In collaboration with KeyBank, a Lease Financing program is developed, to provide non-profit and public sector customers with an innovative financing alternative.
- Garland introduces the Dry Zone® program, offering customers dynamic, proactive preventive maintenance programs that are comprehensively supported with on-line emergency reporting, tracking, and documentation and implemented by our locally based network of Select Contractors.
- 2005** Northeast Ohio's eVolution of Manufacturing Awards, administered by Smart Business and CAMP Inc., honor Garland for its ability to adapt manufacturing methods and processes to a changing world. Through a product line acquisition from Honeywell Commercial Roofing Systems in North Carolina, Garland expands its capabilities to include the Millennium® line of technologically advanced, polymer-modified, coal tar membranes for commercial applications.
- Garland receives the Green Roof Award of Excellence in the category of extensive institutional roofing from Green Roofs for Healthy Cities, for a roof designed for the Environmental Studies Building at Evergreen State College in Olympia, Washington.
- The Soliday Center, with state-of-the-art audio and video equipment and an application lab for hands-on learning, is opened across from corporate headquarters in Cleveland.
- 2006** Garland introduces Silver-Flash® cold-applied, trowel-grade, silver mastic.
- The White-Knight® /White-Stallion® ENERGY STAR® qualified multipurpose urethane restoration waterproofing system product family is extended for use in a wide range of new applications
- Garland launches Team Innovation to generate new ideas and implement them in a focused, integrated approach that starts with anticipating customer needs, continues with quality-controlled material purchasing and processes, and ends with the introduction of products that will continue to raise the performance bar for our industry.

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Garland's Engineering Services introduces the Metal Panel Rendering service which "graphically" adds a standing seam roof or wall panels onto the existing building.

- 2007** Garland is honored as a Leading EDGE company by The Entrepreneurs EDGE (Economic Development through Growth and Entrepreneurship), a Cleveland-based organization designed to enhance economic development in Northeast Ohio through innovation and entrepreneurship.

New StressPly IV Plus family of products introduced.

Garland introduces Insul-Lock® HR, a single step application, two component, VOC compliant insulation adhesive.

Garland R-Mer Span architectural and structural standing seam roof and wall systems selected as a 2007 Editors' Choice Top Products in Buildings magazine.

Introduction of environmentally friendly, VOC-free Green-Lock® multi-purpose structural adhesive.

Introduction of HPR® AquaShield, an ice and water protection self-adhering underlayment that provides an innovative alternative to mechanically fastened base sheets.

- 2008** Garland launches the Garland Greenhouse, branding of all their sustainable product line and services.

Garland introduces Solex®, an eco-friendly, highly reflective roof coating for metal, modified bitumen and single-ply restoration, formulated from Kynar Aquatec® polyvinylidene fluoride, a water-based fluoropolymer acrylic resin.

Green-Lock Flashing Adhesive and Green-Lock Membrane Adhesive, two additions to the Green-Lock family of cold-applied, VOC-free, roofing adhesives are introduced.

Garland is honored for the second consecutive year as a Leading EDGE company by The Entrepreneurs EDGE (Economic Development through Growth and Entrepreneurship), a Cleveland-based organization designed to enhance economic development in Northeast Ohio through innovation and entrepreneurship.

Garland introduces 2-Ply roofing solutions that provide the waterproofing integrity of modified bitumen technology with the labor-saving design flexibility of a simplified base/cap system, with systems offering up to 1,200 lbs. per inch (19,530 kg/m) of tensile strength.

A new sister company, Garland Energy Systems, Inc. (GES), extends Garland capabilities to encompass seamless delivery of solar and other alternative energy solutions.

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2009 Garland introduces the Dura-Walk® family of urethane Plaza Deck coating systems for waterproofing concrete roof decks, walking decks, and mechanical room floors.

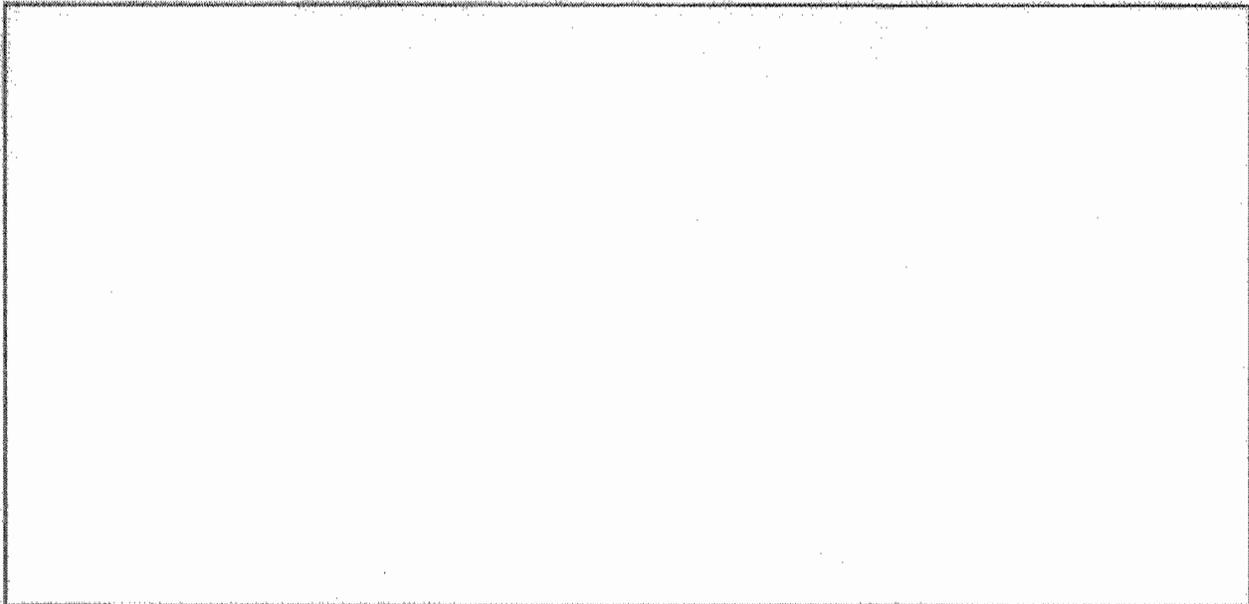
Garland introduces White-Star™ surfacing systems, the industry's first ENERGY STAR®¹² qualified gravel surfacing system, for maintaining, restoring, and upgrading smooth or mineral surfaced roof systems.

The Green-Lock® family of high-performance adhesives is expanded to include an eco-friendly adhesive that is compatible with our unique Millennium® polymer-modified, coal tar membranes and a Green-Lock flood coat

The Garland Greenhouse® adds a new vegetative roofing solution to its toolbox with the introduction of GreenShield® Modular Trays

Garland is honored for the third consecutive year as a Leading EDGE company by The Entrepreneurs EDGE (Economic Development through Growth and Entrepreneurship), a Cleveland-based organization designed to enhance economic development in Northeast Ohio through innovation and entrepreneurship.

Garland encourages its employees to participate in the many trade and industry standards organizations that serve the roofing business, and has, in key positions, employee-owners who are playing leadership roles in our industry. As an example, a bio for [redacted] our Director of Business Development and Technology, follows:



¹²ENERGY STAR® is a registered trademark of the U.S. government. The ENERGY STAR Program represents a voluntary partnership between businesses and organizations and the federal government to promote energy efficiency and environmental activities



7.3 Environmental Attributes

Provide a description of any environmental attributes, including the use of recycled content and any green certifications related to the products and services to be provided.

GREEN REPORTING

A full description of our various green certifications, and the green attributes of specific Garland products follow.

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**COBB COUNTY
PURCHASING DEPARTMENT**

1772 County Services Parkway
Marietta, Georgia 30008-4012
phone: (770) 528-8427 • fax: (770) 528-1154

____ Mark Kohntopp
Interim Purchasing Director

U.S. Communities
2033 North Main Street, Suite 700
Walnut Creek, CA 94596

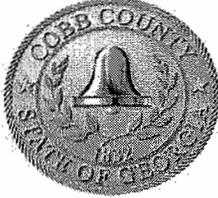
Scott Wilson/David Kidd,

Gentlemen:

Cobb County has received a request from Garland/DBS, Inc. for a price adjustment to the Master Agreement awarded to Garland/DBS, Inc. by Cobb County, GA for Roofing Supplies and Related Products and Services Contract under the U.S. Communities Governmental Purchasing Program. Based on the increased prices for raw materials, especially crude oil over the past several years, the pricing adjustment is justified and accepted by Cobb County, Georgia. Garland/DBS, Inc's 2011 price book is accepted as the basis for material pricing under Master Agreement 09-5408."

Respectfully,

Mark D. Kohntopp, C.P.M.
Interim Purchasing Director



**COBB COUNTY
PURCHASING DEPARTMENT**

1772 County Services Parkway
Marietta, Georgia 30008-4012
phone: (770) 528-8427 • fax: (770) 528-1154

Mark Kohntopp
Interim Purchasing Director

December 9, 2011

U.S. Communities
2033 North Main Street, Suite 700
Walnut Creek, CA 94596

Scott Wilson/David Kidd,

Gentlemen:

Cobb County has received a request from Garland/DBS, Inc. for a price adjustment to the Master Agreement awarded to Garland/DBS, Inc. by Cobb County, GA for Roofing Supplies and Related Products and Services Contract under the U.S. Communities Governmental Purchasing Program. Based on the increased prices for raw materials, especially crude oil over the past several years, the pricing adjustment is justified and accepted by Cobb County, Georgia. Garland/DBS, Inc's 2012 price book effective 1/1/2012 is accepted as the basis for material pricing under Master Agreement 09-5408.

Respectfully,

A handwritten signature in black ink, appearing to read "Mark D. Kohntopp".

Mark D. Kohntopp, C.P.M.
Interim Purchasing Director



**COBB COUNTY
PURCHASING DEPARTMENT**

1772 County Services Parkway
Marietta, Georgia 30008-4012
phone: (770) 528-8427 • fax: (770) 528-1154

Mark Kohntopp
Interim Purchasing Director

June 6, 2012

Mr. David M. Sokol, President
The Garland Company, Inc.-Garland / DBS, LLC
3800 East 91st Street
Cleveland, Ohio 44105

Dear Mr. Sokol,

The Cobb County Purchasing Department is issuing this "Letter of Extension" regarding **Sealed Bid #09-5408: Roofing Supplies and Related Products and Services.**

In accordance with the terms and conditions stipulated in the sealed bid specifications and consistent with the original contract documents, this communication is to advise that Cobb County wishes to exercise its option for renewal at the expiration of the original three year term (November 23, 2012) for the first (November 24, 2012 to November 23, 2013) of two one-year renewals, with the second renewal (November 24, 2013 to November 23, 2014) to occur automatically at the expiration of the fourth year, unless the County notifies Vendor of its intent not to renew sixty (60) days prior to the expiration of the fourth year term.

We anticipate a mutually rewarding business arrangement, and appreciate your interest in doing business with Cobb County Government.

Respectfully,

Mark D. Kohntopp, C.P.M.
Interim Purchasing Director

cc: U.S. Communities
File

EXHIBIT 4

General Conditions

**GENERAL CONDITIONS
SUPPLY/SERVICE**

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**GENERAL CONDITIONS
SUPPLY/SERVICE**

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.
- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of
 \$500,000 each Accident
 \$500,000 each Employee
 \$500,000 Policy Limit for Disease
- 2) Broad form all states coverage

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(b) Commercial General Liability Insurance

- 1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) Comprehensive Automobile Liability Insurance

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2) Uninsured/Motorists: Per Illinois Requirements

(d) Umbrella/Excess Liability Insurance

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) Additional Insured

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. **REQUIRED SUBMITTALS**

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. **MBE/WBE Participation Documentation**

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)**

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:

LaVerne Hall
Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-33 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

GC-41 **FEDERAL CLAUSES**

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) **Environmental Protection.** The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

GC-41 **FEDERAL CLAUSES (CON'T.)**

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

GC-41 FEDERAL CLAUSES (CON'T.)

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

GC-41 FEDERAL CLAUSES (CON'T.)

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

GC-41 FEDERAL CLAUSES (CON'T.)

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement,. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

GC-41 **FEDERAL CLAUSES (CON'T.)**

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

GC-41 FEDERAL CLAUSES (CON'T.)

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

END OF SECTION

EXHIBIT 5

Special Conditions for Federal and Grant Funded Projects

SPECIAL CONDITIONS FOR FEDERAL AND GRANT FUNDED PROJECTS

1.1 Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

1.2 False or Fraudulent Statements and Claims

(1) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

1.3 Federal Interest in Patents

(1) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(2) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof.

Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

1.4 Federal Interest in Data and Copyrights

(1) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(2) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(3) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(a) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(b) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(4) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than

limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(5) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(6) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(7) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

1.5 Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefore or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

1.6 Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(1) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(2) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(3) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(4) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(5) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

1.7 No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

1.8 Cargo Preference-Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

1.9 Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

1.10 No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

1.11 Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are

less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

1.12 Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (1) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (2) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (3) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

1.13 Termination for Convenience

In addition to any other rights of termination or other remedies available to the County under the Contract, at law, or in equity, the County may, by written notice, terminate this Contract in whole or in part at any time, for the convenience of the County or the Federal Government. Upon Contractor's receipt of such notice, Contractor will immediately cease to perform Services (unless otherwise directed in the notice) and deliver to the County all materials, equipment, and supplies as may have been accumulated in the performance of this Contract, whether completed or in process. The Contractor will be paid an equitable portion of the Contract price for Services performed prior to the effective date of termination, but no amount will be allowed for anticipated profit on unperformed Services. If this Contract has been terminated for Contractor's default and it is determined that the Contractor did not default, the termination will be deemed to have been effected hereunder.

1.14 Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(1) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(2) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health

and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

1.15 Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

1.16 Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.* (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

1.17 Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations

undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.*, and all regulations promulgated thereunder, *see* Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

1.18 Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 *et seq.*) (the "*Copyright Act*") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

1.19. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

1.20. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

1.21. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

1.22. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1.23. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

1.24. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

1.25. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

1.26. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

EXHIBIT 6

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SZ

DATE (MM/DD/YYYY)

07/10/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Fedeli Group P.O. Box 318003 5005 Rockside Road Independence, OH 44131-8003	216-328-8080 216-328-8081	CONTACT NAME: Sharon Zuk PHONE (A/C, No, Ext): 216-643-2757 E-MAIL ADDRESS: szuk@thefedeligroup.com PRODUCER CUSTOMER ID #: GARLA-2	FAX (A/C, No): 216-328-8081
INSURED Garland/DBS, Inc. 3800 East 91st Street Cleveland, OH 44105		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Wausau Underwriters Ins. Co.	NAIC # 26042
		INSURER B : Travelers Indemnity Co.	25658
		INSURER C : Liberty Insurance Underwriters	19917
		INSURER D : Cincinnati Insurance Company	10677
		INSURER E :	
		INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$25,000 Ded GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	YYKZ51290169021	12/05/11	12/05/12	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ASJZ51290169011	12/05/11	12/05/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$					
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
						\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMBCH1157782	12/05/11	12/05/12	EACH OCCURRENCE \$ 25,000,000
	AGGREGATE \$ 25,000,000					
						\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	POUB219M968411 (INCL EMPLOYERS LIAB)	12/05/11	12/05/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000					
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Installation		CAP5211252	12/05/11	12/05/12	Limit 750,000
A	Lease/Rent Equip		YYKZ51290169021	12/05/11	12/05/12	Limit 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Cook County, IL is included as additional insured with respects to work performed by the insured as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

COOK-CH Cook County Government 118 N Clark Street, R 1018 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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EXHIBIT 7

Cook County Board Authorization

POST BOARD AGENDA

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS SEP 10 2012
--

BUREAU OF FINANCE
OFFICE OF THE CHIEF PROCUREMENT OFFICER

PROPOSED CONTRACT

Transmitting a Communication, dated August 21, 2012 from

MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Garland/DBS, Inc., Cleveland, Ohio, for roofing supplies and related products and services.

Reason: The County seeks to leverage the procurement efforts of Cobb County, Georgia through use of a comparable government procurement reference agreement to provide Countywide roofing supplies and related products and services. This agreement is estimated to have a 20% cost savings impact compared to the current methods of County procurement for these types of roofing supplies and related products and services.

Estimated Fiscal Impact: \$327,000.00. Contract period: September 10, 2012 through November 23, 2014. (Various Accounts).

Approval of this item would commit Fiscal Years 2013 and 2014 funds.

No lobbying contact was made for this item.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: M Cannon Roofing Co.

Address: 1238 Remington Road Schaumburg, IL

E-mail: _____

Contact Person: Mark Cannon Phone: (847) -519-0698

Dollar Amount Participation: \$TBD from County-Wide Contract Not-to-Exceed \$750,000

Percent Amount of Participation: TBD from County-Wide Contract Not-to-Exceed \$750,000

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: Cuevas Construction Company

Address: 4143 W. Roscoe Street Chicago, IL

E-mail: _____

Contact Person: William Cuevas Phone: (773) 457-5182

Dollar Amount Participation: \$TBD from County-Wide Contract Not-to-Exceed \$750,000

Percent Amount of Participation: TBD from County-Wide Contract Not-to-Exceed \$750,000

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

LETTER OF INTENT (SECTION 2)

MWBE Firm: M Cannon Roofing Co.

Contract #: Not Yet Assigned

Address: 1238 Remington Road

City/State/ Zip: Schaumburg, IL

Contact Person: Mark Cannon

Phone: 847-519-0698 Fax: 847-519-0870

Certification Expiration Date: 10/1/14

Race/Gender: Black

Email: mark@mcannonroofing.com

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation.

Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Roofing
Roofing + sheet metal, including the removal, installation, and maintenance of roofing systems.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

To be Determined from County-Wide Contract -
Value of Not-to-Exceed \$750,000

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]
Signature (MWBE)

[Signature]
Signature (Prime Bidder/Proposer)

Mark T. Cannon
Print Name

Frank Percaciante
Print Name

M Cannon Roofing Co.
Firm Name

Garland/DBS, Inc.
Firm Name

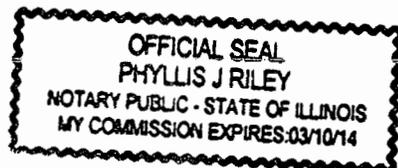
06/07/2012
Date

06/07/2012
Date

Subscribed and sworn before me this 13th day of JUNE, 2012

Notary Public Phyllis J Riley

SEAL





CITY OF CHICAGO
OFFICE OF COMPLIANCE

September 19, 2011

Mark Cannon
M. Cannon Roofing Company, LLC
1238 Remington Rd
Schaumburg, IL 60173

Annual Certificate Expires: October 1, 2012

Dear Mark Cannon:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **October 1, 2014**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **October 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

NAICS-23816: ROOFING CONTRACTORS

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Chambers", written in a cursive style.

Michael Chambers
Senior Compliance Officer

LETTER OF INTENT (SECTION 2)

M/WBE Firm: Cuevas Construction Co.

Contract #: 12-30-209

Address: 4143 W. Roscoe Street

City/State/ Zip: Chicago, IL

Contact Person: William Cuevas

Phone: 773-457-5182 Fax: 773-545-4965

Certification Expiration Date: Sept. 1, 2012

Race/Gender: Hispanic

Email: cuevasroofinginc@aol.com

Participation: [] Direct [] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[] No [] Yes - Please attach explanation. Proposed Subcontractor: n/a

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Roofing and sheet metal; including removal, installation and maintenance or roofing systems.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

To be determined from County-Wide Contract -
Value of not-to-exceed \$750,000

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

William Cuevas
Signature (M/WBE)

Frank A. Peracian
Signature (Prime Bidder/Proposer)

William Cuevas
Print Name

FRANK A. PERACIANTE
Print Name

Cuevas Roofing
Firm Name

GARLAND/ DBS, Inc.
Firm Name

August 29, 2012
Date

08/29/2012
Date

Subscribed and sworn before me this 29th day of August

Notary Public Antonette Toth



ANTONETTE TOTH
Notary Public, State of Ohio
Cuyahoga County
My Commission Expires
October 1, 2012

Protecting Our Water Environment

BOARD OF COMMISSIONERS
Terrence J. O'Brien
President
Kathleen Therese Meany
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Cynthia M. Santos
Debra Shore
Maryana T. Spyropoulos

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611-3154 312-751-5600

September 8, 2010

William Cuevas, President
Cuevas Construction Co.
4143 W. Roscoe St.
Chicago, IL 60641

Vendor Number: 5013759

Dear Mr. Cuevas:

The result of our review concludes that Cuevas Construction Co. is certified as a MBE eligible to fulfill MBE requirements on Metropolitan Water Reclamation District of Greater Chicago ("District") contracts. Your firm is certified as of **SEPTEMBER 8, 2010**.

It is your firm's obligation to apply for re-certification no later than **SEPTEMBER 1, 2012**. Re-certification may be revoked if it is determined that your firm is involved in bidding irregularities, contract fraud or misrepresentation of your firm's PCE status. *An additional in-depth review will be made if your company is listed as Protected Class Enterprise on a bid document to fulfill Affirmative Action goals at the District.*

Your firm will be listed in the online edition of the District's Protected Class Enterprise Directory (MWRD.Org - "Search Vendor List"). As with the City of Chicago Certification Program, your specialty area will be shown as:

Roofing, Building Consulting and Exterior Cleaning, Metalwork, Maintenance and Repair, Carpentry Maintenance and Repair Services

As a certified PCE, it is your obligation to promptly notify this office in writing of any changes or circumstances that affect your ability to meet ownership, size requirements and/or control of your firm. The notice must take the form of a notarized affidavit sworn to by the owner and provided within 30 days of the change. The District reserves the right to commence actions to revoke your firm's certification if this notification is not made.

Illinois law requires that all corporations secure a Certification of Authority from the Illinois Secretary of State prior to doing business in the State.

If you have any questions regarding PCE certification or District business opportunities, please contact Eddie Rasul at 312-751-4037.

Sincerely,



Thomas J. Savage
Affirmative Action
Program Administrator

TJS:ER:lc



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



06/22/2012

Ms. Nicole Large
Administrative Analyst
Office of Cook County Procurement
118 N. Clark Street, r. 1018
Chicago, IL 60602

Subject: Additional Information for EDS-3

Ms. Nicole Large:

As a general contractor specializing in roofing and waterproofing projects, it is Garland/DBS's intent to include the two MBE companies, M. Cannon Roofing and Cuevas Construction Company, as prospective subcontractors to perform the roofing trade work that is awarded under our proposed county-wide contract for Roofing Supplies and Related Products and Services. The county-wide contract will be based upon the competitively procured Master Agreement awarded by Cobb County, GA under the U.S. Communities Governmental Purchasing Alliance.

Garland/DBS works with roofing contractors that preauthorized to install Garland roofing systems. This approval process ensures that the financial qualifications, quality of work and business operations of our roofing subcontractors are consistent. These MBE roofing companies will be provided with the opportunity to competitively price all projects within the county to which Garland/DBS is assigned.

The pricing structure for the county-wide contract will be identical to the pricing structure of our U.S. Communities Master Agreement. We will use the pre-established line item pricing provided in the Master Agreement for a baseline, not-to-exceed price. Then we will obtain competitive pricing submittals from MBE and non-MBE contractors. The pricing from the MBE contractors will be compared to the pricing provided by non-MBE firms. Our final price submittal will be based upon the pricing received from at least 5-7 contractors. Any DBS price involving MBE contractor participation will be clearly identified on our proposal. Cook County will have the final approval; awarding the project based upon the most advantageous price to the county.

Should you have any questions regarding this process or its application to the proposals Garland/DBS will be providing the county, please contact me at (216) 430-3693.

Respectfully,

Frank Percaciante
Controller & Authorized Signer

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
<u>None</u>	

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?
Yes: _____ No: X

b) If yes, list business addresses within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366))

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

X Applicant has no "Substantial Owner."

OR:

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

None _____

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Garland/DBS, Inc. D/B/A: _____ EIN NO.: 80-0525452

Street Address: 3800 East 91st Street

City: Cleveland State: OH Zip Code: 44105

Phone No.: (216) 641-7500

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
<u>None</u>		

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
<u>N/A</u>		

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
<u>Garland Industries, Inc.</u>		<u>100%</u>	<u>Parent/Holding</u>

Declaration (check the applicable box):

I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Frank Percaciante
Name of Authorized Applicant/Holder Representative (please print or type)

Frank A. Percaciante
Signature

fpercaciante@garlandind.com
E-mail address

Controller
Title

06/07/2012
Date

(216) 641-7500
Phone Number

Subscribed to and sworn before me
this 7th day of June, 2012

X *Antonette TOTH*
Notary Public Signature

My commission expires: October 1, 2012



ANTONETTE TOTH
Notary Public, State of Ohio
Cuyahoga County
My Commission Expires
October 1, 2012



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"Calendar year" means January 1 to December 31 of each year.

"Doing business" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"Familial relationship" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"Person" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

**SIGNATURE BY A CORPORATION
(SECTION 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Garland/DBS, Inc.

BUSINESS ADDRESS: 3800 East 91st Street Cleveland, OH 44105

BUSINESS TELEPHONE: (216) 641-7500 FAX NUMBER: (216) 883-2055

CONTACT PERSON: Frank Percaciante

FEIN: 80-0525452 *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: David Sokol VICE PRESIDENT: Joseph Orlando

SECRETARY: G.R. Olivier TREASURER: William Oley

**SIGNATURE OF PRESIDENT: _____

ATTEST: G.R. Olivier (CORPORATE SECRETARY)

Subscribed and sworn to before me this
13 day of June, 2012.

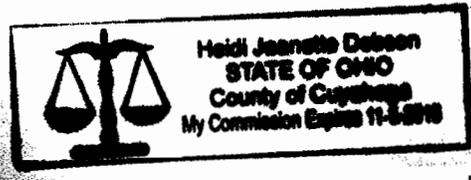
X _____
Notary Public Signature

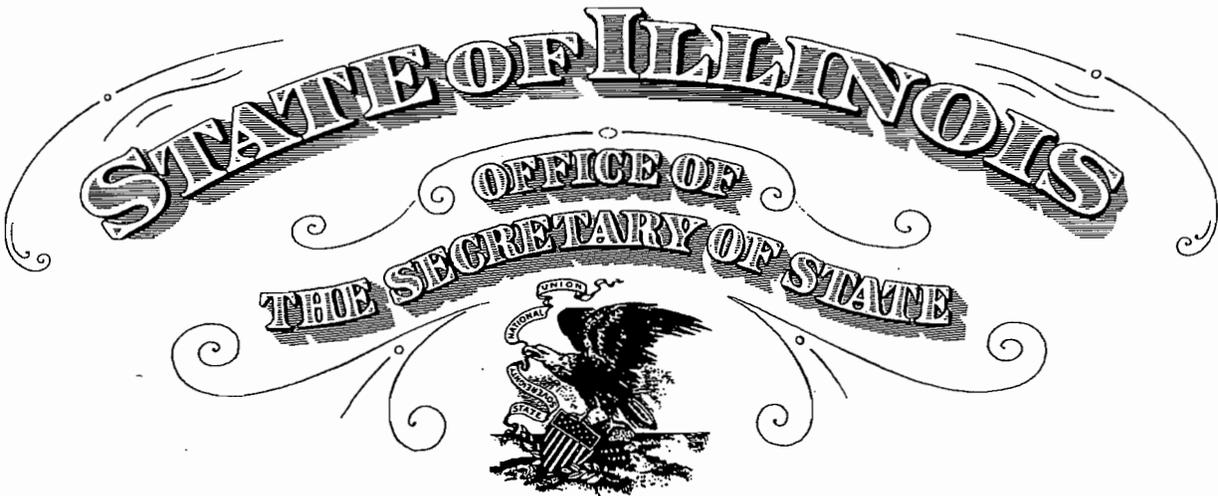
My commission expires:
11-5-2016
Notary Seal



* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.





To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

GARLAND/DBS, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 20, 2010, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1216002192

Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 8TH day of JUNE A.D. 2012 .

Jesse White

SECRETARY OF STATE

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Joni Proctor
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes Corp
COOK COUNTY CHIEF PROCUREMENT OFFICER

Not Required
COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 10th DAY OF September, 2012.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

12-30-209

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 327,000.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

SEP 10 2012

COM. _____